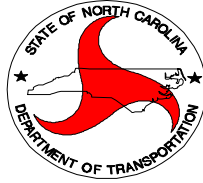


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 12 DISTRICT 3

CONTRACT PROPOSAL

WBS ELEMENT: 12.101840, 12.101820, 12.101811, 12.105520, 12.205511

ROUTES: Various COUNTY: Catawba & Lincoln

DESCRIPTION: Guardrail, Cable Guiderail & Attenuator Repair and Installation

BID OPENING: 10:00 A.M. on Tuesday, February 25, 2014 at the Division 12 Office
located at 1710 East Marion Street in Shelby.

DEPARTMENT OF TRANSPORTATION

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 OR SBE PROJECT.

NAME OF BIDDER

ADDRESS OF BIDDER

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

RETURN BIDS TO:

Reuben Chandler, PE
Acting Division Engineer
P.O Box 47
Shelby, NC. 28151
(704) 480-9022

* IF YOU HAVE ANY QUESTIONS CONCERNING THIS CONTRACT, PLEASE CONTACT
the District III Office at (704) 748-2400

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. **This includes proposals downloaded from the Division 12 Website.**
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 and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. **Bids submitted by corporations shall bear the seal of the corporation.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 12 OFFICE LOCATED AT 1710 EAST MARION STREET, SHELBY, NC 28150 BY 10:00 a.m. on Tuesday, February 25, 2014.**
12. The sealed bid **must** display the following statement on the front of the sealed envelope:

QUOTATION FOR

WBS ELEMENT: 12.101840, 12.101820, 12.101811, 12.105520, 12.205511

DESCRIPTION: Guardrail, Cable Guiderail & Attenuator repair and installation.

TO BE OPENED AT: 10:00 a.m. on Tuesday, February 25, 2014 at the Division 12 Office located at 1710 E. Marion St. in Shelby.

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

**Reuben Chandler, P.E.
Acting Division Engineer
P.O. BOX 47
SHELBY, NC 28151**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the **Standard Specifications for Roads and Structures 2012**. 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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Non-Collusion Affidavit

DBE – IS Form

Letter of Intent

Division Contract Bid Form

DIVISION CONTRACT

Standard Provisions

GENERAL

This contract is for the installation, maintenance, repair, and/or replacement of guardrail, cable guiderail, and attenuators along various routes in Lincoln and Catawba Counties upon request. The work consists of removal, repair and/or replacement of existing damaged guardrail, cable guiderail, and attenuators in accordance with section 862 and 863 of the Standard Specifications. The contractor shall supply all necessary traffic control devices and equipment to perform the proposed work along various primary, secondary, and interstate routes.

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, and the most current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

CONTRACT TIME

RG10

The date of availability for this project is March 17, 2014.

The initial purchase order will be issued for a period of one year.

Terms of the Contract - The Contractor shall submit his bid for the initial one year term of the contract. At the option of the Department, this contract may be extended twice for a term of one year each for a maximum of three (3) terms at one year per term. The total contract expenditures for each year term of this contract shall not exceed the maximum value of \$2.5 million per year. The Engineer will notify the Contractor in writing within sixty (60) days of the original contract completion date if the contract may be extended. The Contractor must notify the Engineer in writing with in forty-five (45) days of the original contract completion date 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 Department is under no obligation to renew this contract beyond its original one (1) year period.

No work will be permitted before the receipt of the purchase order which will not be issued until all required bonds and prerequisite conditions and certifications have been satisfied. If the contractor has fulfilled all preliminary requirements for the issuance of a purchase order, however the purchase order is not available prior to the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order was delayed beyond the date of availability.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SPI G14 B

The Contractor shall not close or narrow a lane of traffic along I-40 or US 321 between the following hours:

Monday through Friday from 6:00 a.m. to 9:00 a.m.
Monday through Friday from 4:00 p.m. to 7:00 p.m.

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

Holidays and holiday weekends shall include New Years, 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 above.

The intermediate 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 **Five Hundred Dollars (\$500.00)** per hour, per occurrence.

MOBILIZATION AND LIQUIDATED DAMAGES

Routine

The Contractor will be notified for routine maintenance, repair, and installation by the Engineer and shall begin work within seven (7) calendar days after notification or as determined by the Engineer. **Mobilization under routine circumstances will be considered incidental to the work** and will be included in unit bid prices for items contained within this contract. All routine work will be accomplished in a continuous manner once the Contractor begins and no night work will be permitted without prior approval from the Engineer.

The Engineer may extend the routine notification response period to thirty (30) days if the guardrail, cable guiderail, and/or attenuator in question is deemed to be **“damaged but functional” by the Engineer of representative thereof.**

If the Contractor fails to mobilize within the specified time frame the liquidated damages for failure to begin work will be **Five Hundred Dollars (\$500.00)** per calendar day, per occurrence.

Emergency

The Contractor will be notified for emergency maintenance, repair, and installation by the Engineer and shall begin work within **twenty-four (24) hours** after notification or as determined by the Engineer. Mobilization under emergency circumstances will be paid for at the contract price for “Emergency Mobilization”. All other bid items will be paid for at the regular contract item price.

If the Contractor fails to mobilize within the specified time frame the liquidated damages for failure to begin work will be **One Thousand Dollars (\$1000.00)** per hour, per occurrence. Failure to mobilize under emergency circumstances will also result in the Contractor not being paid for the “Emergency Mobilization” pay item and may result in cancellation of the contract.

Pay Item	Pay Unit
Emergency Mobilization	Each

PREPARATION

The Contractor shall not begin work on any section of guardrail and or cable guiderail until preparations have been made to complete the installation of the entire section, including posts, rail, cable, anchors, etc. as one continuous operation. Once work has been initiated on a particular section, the work shall be prosecuted to completion, unless inclement weather or other conditions beyond the Contractor’s control interfere with said work. If for any reason the Contractor is unable to complete a section they shall take appropriate safety measures to provide warning to motorists until such time as the work on that section can be completed.

NO MAJOR CONTRACT ITEMS

None of the items included in this contract will be major items. (See Articles 101-54 and 104-5 of the Standard Specifications).

NO SPECIALTY ITEMS

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

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 12, 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.

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 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.

PROSECUTION OF WORK:

(7-1-95)

RG 09

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.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Three Hundred and Fifty Dollars (\$350.00) per calendar day** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. 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 on time.

CONSUMER PRICE INDEX (PRICE ADJUSTMENTS)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contractor, sixty (60) days prior to the end of each contract period, the renewed contract may be increased to reflect the increase in the Consumer Price Index (CPI-U U.S. City Average, All items 1982-84=100 - CUUR0000SA0) <http://data.bls.gov/cgi-bin/surveymost?r4> for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested increase is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

In the example below, the CPI will be determined from an October to October period.

	J	F	M	A	M	J	J	A	S	O	N	D
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9		

CPI for current period	190.9
Less CPI for previous period	185.0
Equals index point change	5.90
Divided by previous period CPI	185.0
Equals	.031
Result multiplied by 100	.031 X 100
Equals percent change	3.10

All line items in this contract would be increased by the calculated percentage if approved for renewal.

WORKERS' COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show 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 stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

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

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

The quantities appearing in the proposal form are approximate only and are to be used for the comparison of bids. 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. No minimum or maximum amount of work is guaranteed under this contract.

PAYMENT

Payment will be made at the contract unit price. Prices and payment will be full compensation for all work covered.

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 work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be sent to:

NC Department of Transportation
Attn: Michael Poe, P.E., District Engineer
1031 E. Gaston St.
Lincolnton, NC 28092

Invoices may also be delivered to the Lincolnton District Office located at 1031 E. Gaston St. in Lincolnton. All invoices must show the contract number on the invoice and any other subsequent paperwork as required as part of this contract.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 12-17-13)

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.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)

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.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

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 %**

- (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 %**

- (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 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 12:00 noon 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 12:00 noon on the next official state business day.

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 **9** copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 submittal. 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 who have the capability to perform the work of the contract. 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 (2nd and 3rd tier subcontractors).
- (C) Providing interested MBEs/WBEs 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 NCDOT's Business Development Manager in the Business Opportunity and Work

Force Development Unit 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.

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 on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

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.

EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION

The Bidder's attention is directed to the various sheets in the proposal form, which are to be signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the item sheets in the proposal form.

1. Bid Form
2. Non collusion affidavit
3. Bidder Certification of MB/WB, if applicable

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning

EMPLOYMENT:

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

108, 102

RG184

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".

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

RG152

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

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

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

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

DOMESTIC STEEL AND IRON PRODUCTS (Buy America):

SP1 G97

All steel and iron products which 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 project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (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.

SUBLETTING OF CONTRACT

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

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 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, when 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*.

NOTIFICATION OF OPERATIONS

The Contractor or their appointed representative shall notify the Engineer 24 hours in advance of beginning work on any site included in this contract. The Contractor shall give the Engineer sufficient notice of all operations for any sampling or acceptance testing require.

RESPONSIBILITY FOR DAMAGES

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the Contract.

Any damages to adjacent shoulders, medians, paved areas, utilities, property owners, or other facilities that may occur during the work shall be at the Contractor's expense and be repaired or replaced by the contractor to the satisfaction of the Engineer.

DRIVEWAYS AND PRIVATE PROPERTY

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

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.

It will be the contractor's responsibility to protect all existing utilities during the construction of this project. The Contractor should make a thorough investigation of all existing utilities and make his own determination of the requirements to comply with Section 1505 of the *Standard Specifications*. Any costs associated with ensuring the protection of all existing utilities will be incidental to other items in the contract and no further compensation will be made.

UNBALANCED BID EVALUATION

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. No Individual bid item, including contingent bid items shall not exceed above or below 25% the engineer estimate unit price.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department.

AWARD OF CONTRACT

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities and comparing the total amount bid for the following items:

- Emergency Mobilization
- Traffic Control – Multi-Lane Roadway (Engineer's Discretion)
- Traffic Control – Nighttime Lane Closure
- Steel Beam Guardrail Repair
- Steel Beam Guardrail (Rail Only)
- Steel Beam Guardrail (Double Faced)
- Steel Beam Guardrail Terminal Sections
- Thrie Beam Guardrail
- Guardrail Anchor Unit, Type CAT-1
- Guardrail Anchor Unit, Type III
- Guardrail Anchor Unit, Type III Modified
- Guardrail Anchor Unit, Type 350
- Guardrail Anchor Unit, Type M350
- Head (Replacement Part-Type 350 and 350M)
- Anchor Rail (Replacement Part Type 350 and 350M)
- Steel Hinged Post (Replacement Part Type 350 and 350M)
- 6' Weakened Breakaway Post (Replacement Part Type 350 and 350M)
- Additional Guardrail Posts (steel) **(M)**
- Additional Guardrail Posts (wood) **(M)**
- Additional Wooden/Plastic Blocks **(M)**
- Steel Beam Guardrail Transition Section DBL Face Weak to DBL Face Normal

- Cable Guiderail Repair
- Cable Guiderail Splices
- Steel Beam Guardrail (New Installation)
- Remove and Reset Ex. Steel Beam Guardrail
- Remove and Reset Ex. Cable Guiderail
- Remove and Reset Ex. Guardrail Anchor Unit – Type CAT-1
- Remove and Reset Ex. Guardrail Anchor Unit – Type 350
- Remove and Reset Ex. Guardrail Anchor Unit - Type 350M
- Remove and Reset Ex. Guardrail Anchor Unit – Type AT-1

All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary. Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract. Proposals containing excessively priced contingent items may not be considered for award.

The quantities listed are approximate and used for determining the lowest responsible bidder only. No minimum or maximum amount of work is guaranteed under this contract.

Roadway Provisions

INSTALLATION AND REPAIR NOTES

1. Nighttime work may be required for Guardrail and Cable Guiderail Repair in which a temporary lane closure is required as directed by the Engineer. A Changeable Message Sign (CMS) will be required during all nighttime lane closures. If multiple nighttime lane closures are required during a single nights work, the contractor shall bill the Department for each lane closure installation performed during that night.
2. No direct payment will be made under this contract for temporary lane closures along 2-lane, 2-way roadways or temporary shoulder closures. These items will be considered incidental to the scope of work and various bid items included in this contract.
3. The removal of existing and/or damaged guardrail or cable guiderail shall be in accordance with Sections 863 of the Standard Specifications. All damaged guardrail, cable guiderail, and components shall be removed at the time the repairs are made and becomes the property of the Contractor. The cost of removal and disposal of the existing section or damaged sections shall be included in the bid unit price for the various guardrail, cable guiderail, and attenuator items included in this Contract.
4. During the repair or replacement of damaged sections of guardrail, cable guiderail, and attenuators the Contractor shall replace and/or stabilize all needed components as directed by the Engineer. All bid items listed on the bid sheet shall include all incidental hardware and/or materials necessary to complete the guardrail installation or repairs. The Contractor should take this into consideration when submitting the bid. Prices and payment will be full compensation for all work covered, including but not limited to furnishing and erecting post, offset blocks, rail, terminal end sections and all other miscellaneous hardware to complete the work. Any work performed in an unsatisfactory manner could be basis for non-payment or cancellation of the Contract.
5. The contractor shall note that any bid item listed for (New Installation) **will not** involve removal and disposal of any existing damaged sections. Payment for these items will be made at the contract unit price and shall include all hardware and incidentals per Section 862 and 865 of the Standard Specifications.

STEEL BEAM GUARDRAIL

General

Steel beam guardrail shall be installed in accordance with Section 862 of the most current Standard Specifications and Roadway Standard Drawings 862.01, 862.02 and 862.03. Guardrail materials shall conform to Section 1046 of the current Standard Specifications.

The Contractor shall dismantle and remove damaged and/or existing guardrail and all components; including but not limited to concrete anchors, metal anchor sleeves, or anchor plates, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All guardrail and components removed shall become the property of the Contractor.

Rail elements shall be erected to produce a smooth continuous rail paralleling the line and grade of the highway surface or as shown on the plans. Rail elements shall be lapping in the direction of traffic.

No additional compensation will be made for adjusting leaning posts so they are in proper relative position.

Repair

Steel Beam Guardrail Repair shall consist of the repair or replacement of steel beam guardrail. Price and payment under this item will be paid for as stated in the contract and shall include the repair, replacement, or assembly of guardrail including rail, posts, offset blocks, traffic control, except for temporary lane closures on multi-lane roadways, the disposal of all damaged materials, and any other miscellaneous hardware or incidentals needed to complete the work and as approved by the Engineer. Post replacement shall be of like kind as those removed. Intermixing of wooden and steel posts will not be allowed except for end treatments placed on guardrail with steel posts. Any old or substandard guardrail shall be replaced with the current standard specifications, and as approved by the Engineer. The quantity of steel beam guardrail repair will be paid for at the contract unit price per linear foot.

The Contractor shall replace all needed components of guardrail as directed by the Engineer and stabilize existing guardrail and appurtenances at the site. **Cost for all necessary incidental hardware to complete the guardrail repairs shall be reflected in the item unit price.** The guardrail anchor units to be paid for will be the actual number of units which have been completed and accepted. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

There will be no direct payment for removing and disposing of damaged and/or existing guardrail as this work shall be considered incidental to the work covered by this section. The Contractor shall include the cost of removing and disposing of existing guardrail and components in the unit price bid for the various guardrail items included in the contract.

The Contractor shall furnish and install Bracket Type Guardrail delineators (crystal or yellow) and Yellow Reflective Sheeting for End Delineation as directed by the Engineer. This work shall be in accordance with Standard Drawing Number 1261.01. There will be no direct payment for furnishing and installing delineators and reflective sheeting as this work shall be considered incidental to the work covered by this section. **The Contractor shall include the cost of furnishing and installing delineators and reflective sheeting in the unit price bid for the various guardrail items included in this contract.**

Remove Existing Guardrail (Demolition Only)

The Contractor shall consider the separate bid item for Remove Existing Guardrail (Demolition Only) based on unit price per linear foot. This bid item will not involve installation or replacement of any

new guardrail sections, anchors or components. The Contractor shall include the cost of removing and disposing of existing guardrail and components in the unit price bid. This work shall be paid for at the contract unit price per linear foot.

Remove & Reset Existing Steel Beam Guardrail

The Contractor shall consider the separate bid item for Remove & Reset Existing Steel Beam Guardrail which shall include the removal and resetting of existing rail, posts, blocks, and any miscellaneous incidentals needed to complete this work, including traffic control, at locations directed by the Engineer, and in accordance with Section 864 of the current Standard Specifications. Guardrail Anchor Units shall be considered under the separate bid items. Remove & Reset shall be coordinated with other NCDOT construction on the site. The quantity of remove & reset existing guardrail will be paid for at the contract unit price per linear foot.

All work performed by the contractor shall be in compliance with the current Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer. Any old or substandard guardrail shall be replaced with the current standard specifications as directed by the Engineer.

Steel Beam Guardrail (Rail Only)

The Contractor shall consider the separate bid item for Steel Beam Guardrail (Rail Only) which shall include the removal and replacement of damaged rail with new rail, disposal of all damaged materials, and any additional components necessary to complete the installation of the new rail. The quantity of Steel Beam Guardrail (Rail Only) will be paid for at the contract unit price per linear foot.

Steel Beam Guardrail, Shop Curved (Various Radii)

The Contractor shall consider the separate bid item for Steel Beam Guardrail Shop Curve (Various Radii) which shall include the furnishing and installation of shop curved guardrail of various lengths and various radii on an as needed basis. This will be paid for at the contract unit price per linear foot for Steel Beam Guardrail Shop Curve (Various Radii) and Steel Beam Guardrail Shop Curve (Various Radii-Rail Only).

Additional Post (M)

The Contractor shall consider the separate bid item for Additional Guardrail Post (wood) and Additional Guardrail Post (steel) which shall include furnishing and installing the post at any location within the county where the component is found missing or deficient. This pay item will include all hardware and materials necessary for the post installation and will be paid for at the contract unit price per each.

Additional Weak Post (Post Only)

The Contractor shall consider the separate bid item for Additional Weak Post (Post only) which shall include furnishing and installing the post at any location within the county where the component is found missing or deficient. This pay item will include all hardware and materials necessary for the post installation and will be paid for at the contract unit price per each.

Additional Block (wooden or plastic) (M)

The Contractor shall consider the separate bid item for Additional Wooden\Plastic Block which shall include furnishing and installing the block at any location within the county where the component is found missing or deficient. This Pay Item will include all hardware and materials necessary for the installation and will be paid for at the contract unit price per each.

Additional Delineators (M)

The Contractor shall consider a separate bid item for Additional Guardrail Delineators which shall include furnishing and installing the delineators at any location within the county where the component is found missing or deficient. Guardrail and Guardrail Ends shall be delineated in accordance with Section 1261 and Section 1262 of the current Standard Specifications. This Pay Item will include all traffic control, hardware, and materials necessary for the installation and will be paid for at the contract unit price per each.

Typical End Shoe

The Contractor shall consider the bid item for Typical End Shoe which shall include furnishing and installing the new end shoe and removal and disposal of the damaged end shoe. This Pay Item will include all traffic control, hardware, and materials necessary for the installation and will be paid for at the contract unit price per each.

Anchor Unit and End Section Replacement Parts

The Contractor will occasionally be required to repair individual parts of the Guardrail Anchor Unit and individual Buffer End Sections. These Replacement parts are as follows and will be paid for separately using the following Line Items:

Pay Item	Pay Unit
Head (Replacement Part- Type 350 and M350)	Each
Anchor Rail (Replacement Part- Type 350 and M350)	LF
Steel Hinged Post (Replacement Part- Type 350 and M350)	Each
6' Steel Breakaway Post (Weakend) (Replacement Part- Type 350 and M350)	Each
Buffer End Section CAT-1 & AT-1	Each

In reference to the guardrail replacement part Anchor Rail, (Replacement Part - Type 350 and 350M), the cost for the yoke, cable, and all hardware shall be considered incidental to this item and reflected in the item unit price for Anchor Rail (Replacement Part-Type 350 and 350M).

Payment for unit prices bid, measured as provided for above, will be full compensation for all work covered by this provision including materials and all incidentals necessary to complete the work satisfactorily.

IMPACT ATTENUATOR UNITS, TYPE 350:

(4-20-04) (Rev. 1-17-12)

SP8 R75

Description

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the **NON-GATING** impact attenuator units or approved equal:

The impact attenuator unit (QUADGUARD) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The Contractor may at his option, furnish any one of the **GATING** impact attenuator units or approved equal:

The impact attenuator unit (BRAKEMASTER) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the impact attenuator unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

If the median width is 40 feet or less, the Contractor shall supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet, the Contractor may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

Measurement and Payment

Impact Attenuator Unit, Type 350 will be measured and paid at the contract unit price per each. Such prices and payment will be full compensation for all work covered by this provision including, but not limited to, furnishing, installing and all incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Impact Attenuator Units, Type 350	Each

GUARDRAIL ANCHOR UNITS, TYPE M-350:

(4-20-04) (Rev. 1-17-12)

862

SP8 R60

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may, at his option, furnish any one of the following guardrail anchor units or approved equal.

The guardrail anchor unit (SRT-350) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (FLEAT) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Springs, Texas 79720
Telephone: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

Energy Absorption Systems, Inc.
One East Wacker Drive
Chicago, Illinois 60601-2076
Telephone: 888-32-ENERGY

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item

Guardrail Anchor Units, Type M-350

Pay Unit

Each

GUARDRAIL ANCHOR UNITS, TYPE 350:

(4-20-04) (Rev. 8-16-11)

862

SP8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans, the applicable requirements of Section 862 of the *2012 Standard Specifications*, and at locations shown in the plans.

Materials

The Contractor may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Contractor shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Article 106-2 of the *2012 Standard Specifications*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Article 105-2 of the *2012 Standard Specifications*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

Measurement and Payment

Measurement and payment will be made in accordance with Article 862-6 of the *2012 Standard Specifications*.

Payment will be made under:

Pay Item	Pay Unit
Guardrail Anchor Units, Type 350	Each

REMOVE AND STOCKPILE EXISTING GUARDRAIL:

(7-1-95) (Rev. 7-18-06)

840, 859

SP8 R55

Description

Carefully dismantle and remove existing guardrail and all components, concrete anchors included, at locations indicated in the plans and neatly stockpile it on the right of way, with the small parts stored in sturdy containers, for removal by State Forces. Dispose of the concrete anchors.

Measurement and Payment

Remove and Stockpile Existing Guardrail will be measured and paid as the actual number of linear feet of guardrail that has been satisfactorily removed and stockpiled. Measurement will be made from center to center of the outermost post in the length of guardrail being removed. Measurement will be made prior to removing the guardrail. Such price and payment will be full compensation for dismantling, removing, stockpiling, disposing of the concrete anchors, and all other incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Remove and Stockpile Existing Guardrail	Linear Foot

GUARDRAIL TRANSITION SECTION DBL FACE WEAK TO DBL FACE NORMAL

A transition section shall be required to connect the DBL Face Weak to the DBL Face Normal. All posts are to be replaced with a similar material, such as wood for wood posts and steel for steel posts. Steel beam guardrail transitions must be approved by the Engineer prior to installation.

CABLE GUIDERAIL

Construction shall be performed in accordance with the applicable requirements of Section 865 of the current Standard Specifications, the details and instructions furnished by the manufacturer, and in a manner approved by the Engineer.

The Contractor shall dismantle and remove damaged and/or existing guiderail and any components including concrete anchors, metal anchor sleeves, or anchor plates at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All guiderail and components removed shall become the property of the Contractor.

There will be no direct payment for removing and disposing of damaged and/or existing guiderail as this work shall be considered incidental to the work covered by this section. The Contractor shall include the cost of removing and disposing of existing guiderail and components in the unit price bid for the various guiderail items included in the contract. No additional compensation will be made for adjusting leaning posts so they are in proper relative position.

Repair

Cable Guiderail Repair shall consist of the repairing or resetting of damaged cable guiderail. Price and payment under this item will be paid for as stated in the contract and shall include the repair or new installation of intermediate posts, hook bolts, delineators, re-attaching cable-rail, the re-tensioning of cable-rail, traffic control, except for temporary lane closures on multi-lane roadways, the disposal of all damaged materials, and any other miscellaneous incidentals needed to complete the work and as approved by the Engineer. This does not include the cost of new cable and splices. Post replacement shall be of like kind as those removed. The quantity of cable guiderail that is repaired or reset will be paid for at the contract unit price per linear foot from standing post to standing post.

Cable

Under a separate bid item, cable-rail shall include the removal of a portion of one damaged cable-rail and replacing with a new cable-rail, new splices, attaching new cable-rail, the re-tensioning of cable-rail, the disposal of all damaged materials, and any miscellaneous incidentals needed to complete this work, including traffic control. The quantity of cable-rail will be paid for at the contract unit price per linear foot (each strand).

Remove & Reset Existing Cable Guiderail

The Contractor shall consider the separate bid item for Remove & Reset Existing Cable Guiderail which shall include the removal and resetting of existing cable, posts, and any miscellaneous incidentals needed to complete this work, including traffic control, at locations directed by the Engineer, and in accordance with Section 864 of the current Standard Specifications. Guiderail Anchor Units shall be considered under the separate bid items. Remove & Reset shall be coordinated with other NCDOT construction on the site. The quantity of remove & reset existing cable guiderail will be paid for at the contract unit price per linear foot.

All work performed by the contractor shall be in compliance with the current Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer. Any old or substandard guiderail shall be replaced with the current standard specifications as directed by the Engineer.

Anchor Units

Under a separate bid item, cable guiderail anchor units shall include the concrete anchor, anchor rods, anchor post, the disposal of all damaged materials, and any miscellaneous incidentals needed to complete this work, including traffic control. The quantity of cable guiderail anchor units will be paid for at the contract unit price per each.

Breakaway Anchor Angles

The Contractor shall consider a separate bid item for Cable Guiderail Breakaway Anchor Angles to be paid for at the contract unit price per each.

Anchor Post

The Contractor shall consider a separate bid item for Cable Guiderail Anchor Post to be paid for at the contract unit price per each.

Splices

The Contractor shall consider a separate bid item for Cable Guiderail Splices to be paid for at the contract unit price per each.

Spring Cable End Assemblies

The Contractor shall consider a separate bid item for Cable Guiderail Spring Cable End Assemblies to be paid for at the contract unit price per each.

Turnbuckles

The Contractor shall consider a separate bid item for Cable Guiderail Turnbuckles to be paid for at the contract unit price per each.

Additional Intermediate Posts (M)

The Contractor shall consider a separate bid item for Additional Cable Guiderail Intermediate Posts to be paid for at the contract unit price per each. Additional Intermediate Posts shall include the removal of deficient posts noted by the Engineer and replacing with new posts, attaching existing cable-rail, and all hardware needed to complete this work. Post replacement shall be of like kind as those removed.

Additional Hook Bolts (M)

The Contractor shall consider a separate bid item for Additional Cable Guiderail Hook Bolts to be paid for at the contract unit price per each. Additional Hook Bolts shall include the removal of deficient hook bolts noted by the Engineer and replacing with new hook bolts, attaching existing cable-rail, and all hardware needed to complete this work.

Additional Re-Tensioning (M)

The Contractor shall consider a separate bid item for Additional Cable Guiderail Re-tensioning to be paid for at the contract unit price per each strand.

Additional End Post Caps (M)

The Contractor shall consider a separate bid item for Additional Cable Guiderail End Post Caps to be paid for at the contract unit price per each.

Additional End Post Bearing Plates (M)

The Contractor shall consider a separate bid item for Additional Cable Guiderail End Post Bearing Plates to be paid for at the contract unit price per each.

Payment for unit prices bid, measured as provided for above, will be full compensation for all work covered by this provision including materials and all incidentals necessary to complete the work satisfactorily.

MAINTENANCE REPAIR

Items noted on the BID FORM in the DESCRIPTION column with an “(M)” are referred to as “Maintenance” items. These items shall be replaced as requested and directed by the Engineer (independent from repair or replacement bid items). Items shall be noted as deficient by the Engineer, and replaced by the Contractor in accordance to the most current Standard Specifications, and as directed by the Engineer.

Standard Special Provisions

TRAFFIC CONTROL

(01-17-12)

RWZ-1

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

The Contractor shall abide by all traffic control regulations and maintain an open, safe lane of traffic at all times for the traveling public with the necessary flagmen and or pilot vehicle as the job deems necessary with the approval of the Engineer. The Contractor must maintain service to all businesses during their hours of operations.

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

The portable work zone signs shall be 48"x 48". Use portable work zone signs and stands specifically designed for one another. Roadway to sign mounting height shall be 5 feet minimum off the ground (refer to Roadway Standard Drawing 1110.02). Signs shall be either composite, aluminum, or retroreflective roll-up (Non-reflective Mesh Signs will not be accepted). Portable work zone signs shall be mounted 3' minimum from travel lane on the right shoulder or in the median to maintain a work zone of 2-mile maximum length. Care should be taken that these signs are displayed only while work is underway.

- 1) Work less than four (4) feet from the travel lane on 2-lane 2-way roadway or 2-lane 2-way roadway with 2-lane turn lane shall require "Temporary Lane Closures" (refer to NCDOT Roadway Standard Drawings 1101.02, Sheets 1 & 2 of 7). The Contractor shall furnish, install, and maintain advance warning work zone signs and required lane closure signing and devices. Traffic movements through lane closures 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, hats, stop/slow paddles, and any other incidentals necessary to complete the work. No direct or separate payment shall be made "Temporary Lane Closures" on roads with two-way traffic, as they shall be considered incidental to other contract items.
- 2) Work within 4 to 40 feet of the travel lane on multi-lane roadways shall require "Shoulder Closures Utilizing Drums" (refer to Roadway Standard Drawing 1101.04). The Contractor shall furnish, install, and maintain advance warning work zone signs and required Shoulder Closure

signing and devices. No direct or separate payment shall be made “Temporary Shoulder Closures”, as they shall be considered incidental to other contract items.

- 3) A "Temporary Lane Closure" for multi-lane roadways may be required at the discretion of the Engineer (refer to Roadway Standard Drawing 1101.02, Sheet 3 of 7). When guardrail installation and/or repairs are to be performed in an area along multi-lane roadways where the Engineer has determined and approved that a "Temporary Lane Closure" is required, the Contractor shall provide a temporary lane closure in accordance with latest edition of Manual on Uniform Traffic Control Devices. Compensation for providing a full lane closure will be made at the contract bid price for “Full Lane Closure” and such payment will be full compensation for all work covered by this section, including but not limited to, furnishing, installing, maintaining, relocating and removing all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the maintenance and/or repair work and protect the public. Temporary Lane Closure – Multi-Lane Roadway (Engineer’s Discretion) will be paid for on a lump sum basis for each full lane closure which the Contractor is required by the Engineer to provide.

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

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

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 subarticle 108-7(2) of the Standard Specifications.

Payment will be made only for the 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. Traffic Control items included in this contract are:

Night Time Lane Closure

Work for this contract may require Night Time Lane Closures as detailed above.

The Pay Item for Night Time Lane Closures shall include all items necessary to install and remove the lane closure including, but not limited to, light plants, changeable message signs (CMS), traffic delineation devices, and flaggers to complete the necessary work. **All Temporary Lane Closures**

must be approved by the Engineer prior to any work. The work of installing and removing the lane closure will be paid for as:

Pay Item	Pay Unit
Night Time Lane Closure	EA

Temporary Lane Closure – Multi-Lane Highway

Work for this contract may require Temporary Lane Closures along multi-lane facilities. The Pay Item for Temporary Lane Closures-Multi-Lane Highway shall include all items necessary to install and remove the lane closure including, but not limited to, changeable message signs (CMS), traffic delineation devices, and flaggers to complete the necessary work. **All Temporary Lane Closures must be approved by the Engineer prior to any work.** The work of installing and removing the lane closure will be paid for as:

Pay Item	Pay Unit
Temporary Lane Closure-Multi-Lane Highway (Engineer’s Discretion)	EA

No payment will be made for Temporary Lane Closure – Multi-Lane Highway if the work occurs at night, in which case only the price for Night Time Lane Closure will be paid.

WORK ZONE SIGNING:

(01-17-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

Furnish, install and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

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

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2012 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing 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

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

ERRATA

(1-17-12) (Rev. 1-21-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:

Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 8

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

Division 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”.

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)

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”.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

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

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

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

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

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

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%
 Bertie County
 Camden County
 Chowan County
 Gates County
 Hertford County
 Pasquotank County
 Perquimans County

Area 024 31.7%
 Beaufort County
 Carteret County
 Craven County
 Dare County
 Edgecombe County

Area 026 33.5%
 Bladen County
 Hoke County
 Richmond County
 Robeson County
 Sampson County
 Scotland County

Area 027 24.7%
 Chatham County
 Franklin County
 Granville County
 Harnett County
 Johnston County
 Lee County

Area 029 15.7%
 Alexander County
 Anson County
 Burke County
 Cabarrus County
 Caldwell County
 Catawba County
 Cleveland County
 Iredell County
 Lincoln County
 Polk County
 Rowan County
 Rutherford County
 Stanly County

Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Person County
Vance County
Warren County

Area 028 15.5%

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

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%

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

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County
New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County
Orange County
Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%

Gaston County
Mecklenburg County
Union County

**Goals for Female Participation
in Each Trade**

(Statewide) 6.9%

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.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name 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.

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

MBE Percentage of Total Contract Bid Price _____ %

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

WBE Percentage of Total Contract Bid Price _____ %

** 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.*

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 _____

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: _____

Contract No. _____

Rev. 4-19-11

County _____

**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

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
_____ day of _____ 20____

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

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
_____ day of _____ 20____

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

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
_____ day of _____ 20____

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

Contract No. _____

Rev. 4-19-11

County _____

**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: _____

Contract No. _____

Rev. 4-19-11

County _____

**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
Subcontractor Payment Information**

Submit with Invoice To: District 3 Office
North Carolina Department of Transportation
1031 E. Gaston Street
Lincolnton, NC 28092

Firm Invoice No. Reference _____
 NCDOT PO / Contract Number _____
 WBS No. (State Project No.) _____
 Date of Invoice _____
 Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Total Amount Paid to Subcontractor Firms					\$ _____	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____

Title _____



LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation 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 Board of Transportation. 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

North Carolina Department of Transportation

BID FORM

WBS ELEMENT: 12.101840, 12.101820, 12.201811, 12.105520, 12.205511

DESCRIPTION: GUARDRAIL/GUIDERAIL MAINTENANCE & REPAIR

COUNTY: LINCOLN AND CATAWBA COUNTIES

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Emergency Mobilization	10	EA		
2	SP	Traffic Control – Multi-Lane Roadway (Engineer's Discretion)	10	EA		
3	SP	Night Time Lane Closure	5	EA		
4	862	Steel Beam Guardrail (Repair)	1200	LF		
5	862	Steel Beam Guardrail (Rail only)	400	LF		
6	862	Steel Beam Guardrail, Double Faced (weak post)	1000	LF		
7	862	Steel Beam Guardrail Terminal Sections	5	EA		
8	862	Thrie Beam Guardrail	100	LF		
9	862	Guardrail Anchor Unit - Type CAT-1	5	EA		
10	862	Guardrail Anchor Unit - Type III	3	EA		
11	862	Guardrail Anchor Unit - Type III Modified	3	EA		
12	862	Guardrail Anchor Unit - Type 350	25	EA		
13	862	Guardrail Anchor Unit - Type M350	10	EA		
14	SP	Head (Replacement Part – Type 350 and 350M)	3	EA		
15	SP	Anchor Rail (Replacement Part–Type 350 & 350M)	3	EA		
16	SP	Steel Hinged Post (Replacement Part-Type 350 & 350M)	5	EA		
17	SP	6' Steel Breakaway Post (weakened) (Replacement Part-Type 350 & 350M)	5	EA		
18	862	Additional Guardrail Post (M) (steel)	25	EA		
19	862	Additional Guardrail Post (M) (wood)	25	EA		
20	SP	Additional Wooden/Plastic Block (M)	50	EA		
21	865	Steel Beam Guardrail Transition Section - DBL Face Weak to DBL Face Normal	3	EA		
22	865	Cable Guiderail Repair	5000	LF		
23	865	Cable Guiderail Splice	5	EA		

24	SP	Remove and Reset Existing Steel Beam Guardrail	200	LF		
25	SP	Remove and Reset Existing Cable Guiderail	200	LF		
26	862	Remove and Reset Existing Guardrail Anchor Unit –Type CAT-1	10	EA		
27	862	Remove and Reset Existing Guardrail Anchor Unit – Type 350	10	EA		
28	862	Remove and Reset Existing Guardrail Anchor Unit – Type 350M	10	EA		
29	862	Remove and Reset Existing Guardrail Anchor Unit –Type AT-1	5	EA		
30	862	Steel Beam Guardrail (New Installation Only)	500	LF		

NOTE: CONTRACT QUANTITIES ARE APPROXIMATE AND USED FOR DETERMINING THE LOWEST RESPONSIBLE BIDDER ONLY. NO MINIMUM OR MAXIMUM AMOUNT OF WORK IS GUARANTEED UNDER THIS CONTRACT.

TOTAL BID FOR PROJECT: _____

CONTINGENT BID ITEMS

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
31	862	Remove Existing Guardrail (Demolition Only)	200	LF		
32	863	Remove and Stockpile Existing Guardrail	200	LF		
33	862	Steel Beam Guardrail, Shop curved (Various Radii)	200	LF		
34	862	Steel Beam Guardrail, Shop curved (Rail only, various radii)	100	LF		
35	862	Thrie Beam Terminal Sections	4	EA		
36	862	Guardrail Anchor Unit - Type AT-1	2	EA		
37	862	Guardrail Anchor Unit - Type XI Modified	2	EA		
38	866	Glare Screen	100	LF		
39	SP	Typical End Shoe	4	EA		
40	1261	Additional Guardrail Delineators (Permanent, Crystal or Yellow)	100	EA		
41	SP	Buffer End Section CAT-1 & AT-1	4	EA		
42	865	WTR Steel Transition Section	4	EA		
43	865	Cable Guiderail Replace per each strand	2,000	LF		

44	865	20" Tubular Triple Corr. Steel Beam	200	LF		
45	865	Cable Guiderail (New Installation Only)	250	LF		
46	SP	Cable Guiderail Anchor Post	4	EA		
47	SP	Cable Guiderail Spring Cable End Assembly	3	EA		
48	SP	Cable-Rail	50	LF		
49	SP	Additional Cable Guiderail Intermediate Post (M)	10	EA		
50	SP	Additional Cable Guiderail Retensioning (each cable) (M)	10	EA		
51	SP	Cable Guiderail Anchor Units	1	EA		
52	SP	Cable Guiderail Breakaway Anchor Angles	5	EA		
53	SP	Cable Guiderail Turnbuckles	5	EA		
54	SP	Additional Cable Guiderail Hook Bolts (M)	5	EA		
55	SP	Additional Cable Guiderail End Post Caps (M)	5	EA		
56	SP	Additional Cable Guiderail End Post Bearing Plate (M)	5	EA		
57	SP	Additional Weak Post (Post Only)	25	EA		
58	SP	Impact Attenuator Unit, Type 350 (Non-Gating)	1	EA		
59	SP	Impact Attenuator Unit, Type 350 (Gating)	1	EA		

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

Reviewed by _____ (date)

Accepted by NCDOT _____ Division Engineer _____ (date)