STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION 3

<u>CONTRACT PROPOSAL</u> SMALL BUSINESS ENTERPRISE

WBS ELEMENT: 3B.10101, 3B.201012, 3B.103112, 3B.203112, 3B.106512, 3B.206512, 3B.106712, 3B.206712, 3B.107112, 3B.207112, 3B.108212, 3B.208212, 3.101011, 3.103111, 3.203111, 3.107111, 3.207111, 3.106513, 3.107133, 3.103133, 3.108233.

ROUTE: Various Primary and Secondary Routes

COUNTY: Onslow, Pender, Sampson, Duplin New Hanover and Brunswick.

DESCRIPTION: Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges, Culverts, Pipes, Guardrails and Guiderails in Division Three.

BID OPENING: Thursday, May 14, 2015 at 2:00 pm

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. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: North Carolina Department of Transportation Mr. Lloyd G. Royall, Jr, PLS 5501 Barbados Blvd. Castle Hayne, NC 28429

TABLE OF CONTENTS

ITEM

PAGE

	0
INSTRUCTIONS TO BIDDERS	
PROJECT STANDARD PROVISIONS	
MANDATORY PRE-BID CONFERENCE	
SITE INVESTIGATION AND REPRESENTATION	
CONTRACT TIME AND LIQUIDATED DAMAGES	
HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS	
AUTHORITY OF THE ENGINEER	
AVAILABILITY OF FUNDS - CONTRACT TERMINATION	
BANKRUPTCY	
SMALL BUSINESS ENTERPRISE PROGRAM	
CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME	
CONTRACTOR CLAIM SUBMITTAL FORM	
DEFAULT OF CONTRACT	
ENGINEERING CONTROL	
EROSION, SILTATION, AND POLLUTION CONTROL	7
EXTENSION OF CONTRACT TIME	
GIFTS FROM VENDORS AND CONTRACTORS	7
INSPECTION	
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC	
LIABILITY INSURANCE	
MATERIALS AND TESTINGError! Bookmark not	defined.
MINIMUM WAGES	9
ON-THE-JOB TRAINING	11
ON-THE-JOB TRAINING	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR	
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK	13 14 14 14 14 14 14 15 15
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY	13 14 14 14 14 14 14 15 15 15
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS	13 14 14 14 14 14 15 15 15 15 16
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE	13 14 14 14 14 14 15 15 15 15 15 16 17
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA	13 14 14 14 14 14 15 15 15 15 16 17 t defined.
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA	13 14 14 14 14 14 15 15 15 15 15 16 17 defined. 19
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL	13 14 14 14 14 14 15 15 15 15 15 16 17 t defined. 19 21
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL CONTRACT AVAILABILITY INFORMATION Error! Bookmark not	13 14 14 14 14 14 15 15 15 15 15 16 17 defined. 21 defined.
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL CONTRACT AVAILABILITY INFORMATION COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS	13 14 14 14 14 14 15 15 15 15 15 16 17 defined. 21 defined.
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA Error! Bookmark not PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL CONTRACT AVAILABILITY INFORMATION COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED	13 14 14 14 14 14 15 15 15 15 16 17 defined. 19 21 defined. 22
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATAError! Bookmark not PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL CONTRACT TIME AND RENEWAL CONTRACT AVAILABILITY INFORMATIONError! Bookmark not COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT	13 14 14 14 14 14 15 15 15 15 15 16 17 defined. 21 defined. 22
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATA	13 14 14 14 14 14 15 15 15 15 16 17 defined. 17 defined. 21 defined. 22 22
ON-THE-JOB TRAINING PAYMENT AND RETAINAGE POSTED WEIGHT LIMITS SAFETY AND ACCIDENT PROTECTION SAFETY VESTS SUBLETTING OF CONTRACT SUPERVISION BY CONTRACTOR TEMPORARY SUSPENSION OF WORK TRAFFIC CONTROL AND WORK ZONE SAFETY UTILITY CONFLICTS WORKERS' COMPENSATION INSURANCE ERRATAError! Bookmark not PROJECT SPECIAL PROVISIONS CONTRACT TIME AND RENEWAL CONTRACT TIME AND RENEWAL CONTRACT AVAILABILITY INFORMATIONError! Bookmark not COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT	13 14 14 14 14 14 15 15 15 15 16 17 defined. 19 21 defined. 22 22 22 22

PLANT AND PEST QUARANTINES	
SUBSURFACE INFORMATION	
MAINTENANCE OF PROJECT	
MOBILIZATION	
PRECONSTRUCTION CONFERENCE	
PROSECUTION AND PROGRESS	
WORK ZONE TRAFFIC CONTROL	
TRAFFIC CONTROLEn	ror! Bookmark not defined.
TRAFFIC CONTROL	
SUMMARY OF QUANTITIES	
SUMMARY OF QUANTITIES VEGETATION REMOVAL LIMITS	
SUMMARY OF QUANTITIES VEGETATION REMOVAL LIMITS VEGETATION REMOVAL LIMITS	
SUMMARY OF QUANTITIES VEGETATION REMOVAL LIMITS VEGETATION REMOVAL LIMITS NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION	35 37 38 200 AND GIFT BAN 43

INSTRUCTIONS TO BIDDERS

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

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

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
- 2. All entries on the bid sheet, including signatures, shall be written in ink.
- **3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- 7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name 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. <u>THE PROPOSAL WITH THE BID SHEET STILL ATTACHED</u> SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 3 ENGINEER'S OFFICE, 5501 BARBADOS BLVD., CASTLE HAYNE, NC 28429 BY 2:00 PM ON THURSDAY, MAY 14, 2015
- 12. The sealed bid must display the following statement on the front of the sealed envelope: QUOTATION FOR: CONTRACT PROPOSAL NO.1, WBS ELEMENT: 3B.106711, 3B.206711, 3B.107111 & 3B.207111: CUTTING AND REMOVAL OF VEGETATION CLIPPINGS AND DEBRIS AT DESIGNATED BRIDGES, CULVERTS, PIPES AND GUARDRAILS AND GUIDE RAIL IN <u>Pender, Onslow, Duplin, Sampson, New Hanover and Brunswick COUNTIES</u> TO BE OPENED AT 2:00 PM ON THURSDAY, MAY 14, 2015
- **13.** If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

NC DEPARTMENT OF TRANSPORTATION MR. LLOYD G. ROYALL, JR, PLS 5501 BARBADOS BLVD. CASTLE HAYNE, NC 28429

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 <u>Standard Specifications for Roads and Structures 2012</u>. 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.

PROJECT STANDARD PROVISIONS

GENERAL

This contract is for: <u>The Cutting and Removal of Vegetation Clippings and Debris at</u> <u>Designated Bridges, Culverts, Pipes and Guardrail/Guiderail in Pender, Onslow, Duplin,</u> <u>Sampson, New Hanover and Brunswick Counties</u>.

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 <u>Standard Specifications for Roads and Structures 2012</u>, the North Carolina Department of Transportation <u>Roadway Standards Drawings</u>, the North Carolina Department of Transportation <u>2015 Superpave Manual</u> and the current edition of the <u>Manual of Uniform Traffic Control</u> <u>Devices (MUTCD)</u>.

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 <u>Standard</u> <u>Specifications.</u>

MANDATORY PRE-BID CONFERENCE

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on **Tuesday, April 28, 2015 at 10:00 AM at the NCDOT Division 3 Office Conference Room 5501 Barbados Blvd. Castle Hayne, North Carolina 28429**. This meeting will begin promptly at 10:00 AM. Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions they may have. Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

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

- 1. The individual writes his/her name on the official roster.
- 2. The individual writes in the name and address of the company he/she represents.
- 3. Only one company is shown as being represented by the individual attending.

SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work, and all matters which can in any way affect the work, or cost thereof, under this contract.

Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

CONTRACT TIME AND LIQUIDATED DAMAGES

The contract shall have a quantity of two (2) cycles for each item. **The first of the two cycles shall have an availability date of June 8, 2015. The last of the two cycles shall have an availability date of November 2, 2015.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The completion date for the first of the two cycles is August 21, 2015. The completion date for the last of the two cycles is January 16, 2016. No extensions will be authorized except as authorized by Article 108-10 of the <u>Standard Specifications</u>.

Liquidated damages for this contract are **Three Hundred Fifty Dollars (\$350.00) per calendar day.**

HOLIDAY AND HOLIDAY WEEKEND WORK 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 6:00 a.m. December 31st and 6:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 6:00 a.m. the following Tuesday.
- 3. For **Easter**, between the hours of 6:00 a.m. Thursday and 6:00 a.m. Monday.
- 4. For **Memorial Day**, between the hours of 6:00 a.m. Friday and 6:00 a.m. Tuesday.
- 5. For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 6:00 a.m. the day after Independence Day.

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

- 6. For **Labor Day**, between the hours of 6:00 a.m. Friday and 6:00 a.m. Tuesday.
- 7. For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 6:00 a.m. Monday.

8. For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 6:00 a.m. the following Tuesday after the week of Christmas Day.

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

The liquidated damages are **Five Hundred Dollars** (**\$500.00**) per hour.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Three, Division of Highways, North Carolina Department of Transportation, acting directly or through her 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. Her decision shall be final and she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

BANKRUPTCY

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

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this Program, a NC General Contractor's License **is not required** nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. Additional information and forms on the program may be obtained online at: <u>http://www.ncdot.org/business/ocs/sbe/</u>

Do not submit the forms with the Bid Documents.

Send completed forms to:

Contractual Services Unit ATTN: SBE 1509 Mail Service Center Raleigh, NC 27699-1509

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM

(9-16-08)

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

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 <u>Standard</u> <u>Specifications</u>.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the <u>Standard Specifications</u>.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time.

If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

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

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

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

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

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

(12-19-06) (Rev 3-16-10)

(11-18-08)

SP1 G151

Revise the 2006 Standard Specifications as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from G.S. 143-3.3 to G.S. 143B-426.40A.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

LIABILITY INSURANCE

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with proof of insurance.

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.

STANDARD SPECIAL PROVISION

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

ON-THE-JOB TRAINING

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

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.

PAYMENT AND RETAINAGE

P&R_DDC

(8-06-2009)

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the <u>Standard Specifications</u>. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

All invoices must be accompanied with the DBE-IS form even if no Subcontractors payments were made. Payment request shall not be processed without said form filled out and attached.

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in triplicate to:

NCDOT Division 3 Roadside Environmental Office Attention: Joe Chance Division Roadside Environmental Engineer 803 Penderlea Hwy. Burgaw, NC 28425

Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS

6-19-01R (rev. 1-10-11)

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project. Safety vest shall meet ANSI Class II standard.

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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 <u>Standard Specifications</u>.

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, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the <u>Standard Specifications</u>, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

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

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers.

Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

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

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

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.

WORKERS' COMPENSATION INSURANCE

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.

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

Revise the 2012 Standard Specifications as follows:

Division 2

ERRATA

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace "competion" with "completion".

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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".

PROJECT SPECIAL PROVISIONS

NOTES TO CONTRACTOR

The Contractors attention is directed to the following:

The Contractor shall not close more than one lane of traffic without prior approval of the engineer. Portable "Road Construction Ahead" signs may be used in lieu of post mounted signs, as directed by the engineer.

The Contractor is required to install a SHOULDER WORK AHEAD sign at both ends of the work site on two-lane and undivided multi-lane roads.

The Contractor is required to install a SHOULDER WORK AHEAD sign on both shoulders at both ends of the work site on divided multi-lane roads.

Shadow and work vehicles shall display high-intensity rotating, flashing, oscillating, or strobe lights.

The Contractor shall refer to the location maps in order to find the guardrail/guiderail locations.

VICINITY MAPS

Vicinity Maps may be viewed on the website at

:<u>http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/</u>. Please note that the maps on the website may not contain all of the information relevant to this contract.

SPECIAL PROVISIONS

The contractor shall perform 'Cutting and Removal of Vegetation' such that the contractor shall cut all vegetation, accessible by foot, up to three inches (3") in diameter as measured six inches from the ground. The Contractor shall cut undesirable weeds, vines, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three (3) inches for grass and weedy vegetation and a maximum height of one (1) inch for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right of way and properly dispose of it or the contractor shall chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The normal area for 'Cutting and Removal of Vegetation Clippings and Debris' around each <u>PRIMARY</u> bridge, culvert and pipe site will be measured as forty-five feet (45') from the outer limits of the structure or to the bottom of the slope, whichever is greater. The normal area also includes the area between dual bridges and underneath all bridges (see DETAIL NO.1). The normal area also includes any slope areas associated with the bridge that do not receive routine shoulder mowing, including, but not limited to Grading for False Cut at Grade Separations (see Standard Drawing 225.07).

The normal area for 'Cutting and Removal of Vegetation Clippings and Debris' around each <u>SECONDARY</u> bridge, culvert and pipe site will be measured as thirty-five feet (35') from the outer limits of the structure or to the bottom of the slope whichever is greater. The normal area also includes underneath all bridges (see DETAIL NO.2). The normal area also includes any slope areas associated with the bridge that do not receive routine shoulder mowing, including, but not limited to Grading for False Cut at Grade Separations (see Standard Drawing 225.07).

The normal area at all sites shall be reduced if it exceeds the state maintained ROW (i.e. existing line of secondary growth). The contractor shall not surpass the state maintained ROW limits.

The normal area for 'Cutting and Removal of Vegetation' at guardrail and cable rail will be measured as five feet (5') in all directions from all parts of the guardrail and cable guiderail. This shall include any guardrail attached or under the above noted structures to the end of such guardrail. Payment for guardrail will be incidental to payment for the structure on which the guardrail is attached or adjacent.

The contractor will notify the Roadside Environmental Technician, Mr. Josh Stallings, @ (910) 259-4919, daily of his intended schedule of work. This will allow the technician to schedule his inspections accordingly.

The Contractor shall provide a **<u>minimum</u>** of four fully operated straight shaft string trimmers or comparable equipment and a service vehicle to complete the project. The Contractor may cut the vegetation by mowing, cutting, weed eating, or other approved methods that are comparable to a minimum of four fully operated straight shaft trimmers.

The Contractor shall be responsible for all cost or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

The 'landscaped area' (as determined by the engineer) within the limits noted above will be omitted from the contract.

CONTRACT TIME AND RENEWAL

The contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of **June 8, 2015** and a completion date of **August 21, 2015**. The last of the two cycles shall have an availability date of **November 2, 2015** and a completion date of **January 16, 2016**. Upon mutual consent of the Department and the Contractor, this agreement may be renewed for two (2) additional periods of one (1) year each. For each **renewal period, the Contractor will receive a three (3) percent increase per line item.** No changes in the terms, conditions, etc. of this contract will be made when a renewal to the contract is implemented except as noted herein.

If the contract is renewed for the second year:

The Contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of April 1, 2016 and a completion date of June 16, 2016. The last of the two cycles shall have an availability date of August 21, 2016 and a completion date of October 21, 2016

<u>If the contract is renewed for the Third Year:</u> The Contract shall have a quantity of two (2) cycles for each item. The first of the two cycles shall have an availability date of April 1, 2017 and a completion date of June 16, 2017. The last of the two cycles shall have an availability date of August 21, 2017 and a completion date of October 21, 2017

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

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

DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the <u>Standard Specifications</u> concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade. The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement. Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

LITTER PICK-UP

Litter pick-up shall be performed on all areas. Litter pick-up will be considered incidental to the cutting and removal of vegetation clippings and debris. No additional compensation will be made for litter pick-up.

NOTIFICATION OF OPERATIONS

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

PLAN, DETAIL, AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

PLANT AND PEST QUARANTINES

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Within quarantined area

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

Originating in a quarantined county

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

Contact

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

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.

- 2. Plants with roots including grass sod.
- 3. Plant crowns and roots.

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- 4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
- 5. Hay, straw, fodder, and plant litter of any kind.
- 6. Clearing and grubbing debris.
- 7. Used agricultural cultivating and harvesting equipment.
- 8. Used earth-moving equipment.
- 9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

SUBSURFACE INFORMATION

SP1 G112

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

MAINTENANCE OF PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the <u>Standard Specifications</u>.

MOBILIZATION

In Article 800-2 of the <u>Standard Specifications</u>, "Measurement and Payment", is deleted; therefore; payment for Mobilization will be considered incidental to the various bid items.

PRECONSTRUCTION CONFERENCE

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

PROSECUTION AND PROGRESS

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

Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

WORK ZONE TRAFFIC CONTROL

(8-16-11)

SP11 R20

Revise the 2006 Standard Specifications as follows:

Page 11-3, Article 1101-12 Traffic Control Supervision, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, http://www.ncdot.gov/doh/preconstruct/wztc/.

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency.

For a complete listing of these, see the Work Zone Traffic Control's webpage: http://www.ncdot.gov/doh/preconstruct/wztc/.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS

TEMPORARY TRAFFIC CONTROL (TTC):

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

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

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

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

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

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the Moving Operation Caravan Details according to Roadway Standard Drawing No. 1101.02, sheet 11 of the *2012 Roadway Standard Drawings*. Traffic cones may be

RWZ-1

used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

TRAFFIC OPERATIONS:

1) Drop-Off Requirements and Time Limitations:

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

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

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

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

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

2) Project Requirements:

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

- 1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
- 2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
- 3. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
- 4. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
- 5. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".

6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

3) Work Zone Signing:

Description

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

(A) Installation

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

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

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

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

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

(B) Sign Removal

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

(C) Lane Closure Work Zone Signs

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

4) Measurement and Payment:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

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

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

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

Payment will be made under:

Pay Item Temporary Traffic Control Work Zone Advance/General Warning Signing **Pay Unit** Incidental to all other Bid Items Incidental to all other Bid Items

SUMMARY OF QUANTITIES ONSLOW COUNTY STRUCTURES

PRIMARY						SECONDARY						
#	ROUTE		#	ROUTE		# ROUTE # ROUTE						
5	NC24EBL	-	267	BEACH RD.		P1	SR1403		126	SR1428		
7	NC24WBL		268	US17 BYP		P2	SR1411		P131	SR1119		
12	US17SBL		269	US17SBL		4	SR1327		134	SR1331		
C14	US258&NC24		270	US17SBL		6	SR1427		142	SR1534		
17	NC172		271	US17SBL		8	SR1330		143	SR1534		
18	NC53		275	US17SBL		9	SR1332		144	SR1310		
19	NC210		276	US17NBL		10	SR1333		P146	SR1213		
G20	HOLCOMB BLVD.		277	US17SBL		11	SR1434		P149	SR1200		
C22	NC24		278	US17NBL		13	SR1434		P150	SR1201		
C23	US258		279	US17SBL		P15	SR1428		P156	SR1444		
24	US17B&NC24B		280	US17NBL		P36	SR1308		P157	SR1444		
26	NC50		C281	US17		P38	SR1308		181	SR1518		
28	NC210					39	SR1314		182	SR1518		
29	US17					40	SR1308		P187	SR1220		
30	NC24					P41	SR1308		P188	SR1220		
31	NC50					P42	SR1311		191	SR1402		
33	US17NBL					P43	SR1307		193	SR1331		
C34	US17SBL					44	SR1302		209	SR1316		
37	US17NBL					P45	SR1213		P213	SR1104		
46	US17SBL					49	SR1225		223	SR1336		
47	US17					50	SR1003		P225	SR1324		
48	US17					P51	SR2009		226	SR1557		
C59	NC24					P52	SR2009		230	SR1568		
C60	NC50					P53	SR1230		231	SR1568		
61	NC111					54	SR1231		232	SR1568		
C229	US258&NC24					55	SR1213		233	SR1568		
249	US17NBL					P56	SR1213		234	SR1568		
250	US17NBL					P57	SR1203		235	SR1568		
251	US17					58	SR1204		236	SR1568		
252	US17NBL					62	SR1209		237	SR1568		
253	US17					P64	SR1201		P239	SR1203		
254	US17SBL					P66	SR1105		240	SR1568		
255	US17NBL					71	SR1109		241	SR1568		
256	US17SBL					72	SR1105		P248	SR1245		
257	US17NBL					77	SR1509		P274	SR1235		
258	MONTFORD POINT RD.					P78	SR1213		C283	SR1744		
259	US17 BYP.CONN.SBL					P85	SR1219					
260	US17NBL					87	SR1331					
262	NC24WBL					90	SR1331					
263	NC24EBL					P105	SR1301					
C264	US17 BYP. RAMP					118	SR1406					
265	US17					119	SR1406					
266	US17 BYP.N					P123	SR1324					

SUMMARY OF QUANTITIES DUPLIN COUNTY STRUCTURES

	PRI	MARY	DOTEIN	SECONDARY								
#	ROUTE	#	ROUTE		#	ROUTE		#	ROUTE		#	ROUTE
C2	US117	350	NC903		P1	SR1901		105	SR1004		207	SR1970
C3	US117&NC50	425	SR1941		P9	SR1192		107	SR1307		P210	SR1801
4	US117	426	SR1162	-	P10	SR1112		P108	SR1307	1	211	SR1801
P5	NC403	427	I40 WBL		13	SR1105		110	SR1306	1	P215	SR1801
C6	NC903	428	I40 EBL		P15	SR1107		111	SR1306	1	219	SR1354
7	NC24 BUS.	429	I40 EBL		P18	SR1118		P112	SR1362	1	P228	SR1528
8	NC41	430	I40 WBL		23	SR1101		119	SR1300	1	229	SR1376
11	NC241	431	SR1912		24	SR1102		120	SR1306	1	230	SR1301
12	NC11	432	SR1922		25	SR1102		P123	SR1501	1	P240	SR1715
C14	NC111	433	NC903		P28	SR1122		C130	SR1306		P247	SR1551
16	US117	434	SR1908		37	SR1154		132	SR1306]	256	SR1140
17	US117 SBL	435	I40 WBL		C38	SR1154		133	SR1531		P264	SR1508
19	NC903	436	I40 EBL		P40	SR1100		137	SR1534		P265	SR1508
20	NC903	437	I40WBL		P41	SR1129		140	SR1554		P272	SR1553
21	NC11	438	I40 EBL		44	SR1148		P141	SR1707		276	SR1710
22	NC403	439	SR1337		45	SR1162		144	SR1704		278	SR1715
26	NC24	440	SR1148		48	SR1101		148	SR1700		P289	SR1827
27	NC241	441	SR1102		49	SR1102		150	SR1700		P292	SR1737
29	NC50	442	SR1141		50	SR1102		152	SR1700		P298	SR1827
30	NC41	C443	140		51	SR1100		153	SR1700		309	SR1301
31	NC111	C444	140		52	SR1135		154	SR1700		P311	SR1953
32	NC24	445	SR1107	-	54	SR1170		155	SR1700		P312	SR1953
33	NC41	C446	140	_	56	SR1170		161	SR1711	_	P323	SR1533
35	NC111	447	SR1113	-	57	SR1137		162	SR1715		325	SR1004
36	NC11	448	SR1105		58	SR1133		163	SR1723	4	328	SR1106
P39	NC50	449	140	-	P62	SR1911		165	SR1719	4	336	SR1700
42	NC11	450	140	-	63	SR1911		P166	SR1702	_	351	SR1554
43	NC24	451	SR1341	-	64	SR1921		177	SR1964	4	352	SR1004
46	NC403	454	US117 BYP	-	67	SR1912		181	SR1702	4	P356	SR1735
53	NC41	457	NC24	-	69	SR1915		182	SR1961	4	P382	SR1944
55	NC111	458	NC24	-	P70	SR1921		187	SR1828	-	P383	SR1945
59	NC11	459	NC11&NC903	-	71	SR1108		188	SR1826	-	384	SR1937
60	NC50	460	NC11&NC903	-	P73	SR1340		C190	SR1800	-	P396	SR1152
C61	NC41	C462	NC111		75	SR1301		C192	SR1800		406	SR1922
65	NC41&NC50	C463	NC111		78	SR1302		P193	SR1804	$\left\{ \right\}$	408	SR1105
C66	NC50	C466	NC41	-	80	SR1311		P195	SR1737		410	SR1375
68	NC11	C469	NC50	-	83	SR1301		196	SR1141	$\left\{ \right\}$	417	SR1519
72	NC11	C472	US117		84 D97	SR1304		197	SR1141	{	P419	SR1381
74	NC41&NC111	C480	NC111		P87	SR1317		C200	SR1141		P421	SR1953
76	NC41				P88	SR1306		201 P202	SR1946	{	P422	SR1959
77	NC11				94	SR1305		P202	SR1947		P452	SR1958
79 91	NC11				97 00	SR1305		203	SR1953		P453	SR1318
81 82	NC111			-	99 101	SR1004		204 P206	SR1827	$\left\{ \right\}$	P478	SR1937
82	NC111				101	SR1004		P206	SR1801			

SUMMARY OF QUANTITIES SAMPSON COUNTY STRUCTURES

	PRIN	1ARY	(JAIVII	SECONDARY									
#	ROUTE		#	ROUTE		#	ROUTE	Г	#	ROUTE	Г	#	ROUTE	
	US701BUS			NC242			SR1932		 129	SR1445		253	SR1909	
4	US421		391	NC403		3	SR1933		133	SR1002		254	SR1909	
6	US701		392	SR1903		7	SR1924		135	SR1002	1	263	SR1441	
9	US13		393	SR1904		P8	SR1924		138	SR1919	1	266	SR1460	
10	US421	C	394	140		13	SR1147		139	SR1919]	271	SR1605	
11	NC24		395	US701		16	SR1145		141	SR1919]	273	SR1800	
12	NC41	:	396	SR1845		17	SR1146		143	SR1913		P279	SR1472	
14	NC411	:	397	NC55		18	SR1004		144	SR1320		282	SR1002	
15	NC50		398	US13		21	SR1004		148	SR1434	-	283	SR1608	
19	NC242		399	SR1703		28	SR1927		150	SR1006	-	288	SR1118	
20	NC403		400	SR1711		30	SR1943	-	152	SR1455		295	SR1949	
22 23	US701 US421		401 402	SR1722 SR1725		34 36	SR1945 SR1130		154 P155	SR1456		296 297	SR1112 SR1113	
23	NC50		402 403	NC403		38	SR1130 SR1007		159	SR1338 SR1002		297 P301	SR113 SR1441	
25	NC24		-403 C420	US421		43	SR1105		C162	SR1002		P312	SR1322	
26	NC41		7420	00421		45	SR1105		164	SR1005	1	316	SR1329	
27	NC403					P50	SR1119		167	SR1446	1	317	SR1329	
29	US421					58	SR1007		169	SR1620	1	325	SR1409	
31	US701					60	SR1007		177	SR1703]	326	SR1409	
C32	NC41					71	SR1200		178	SR1804]	327	SR1409	
33	NC24					72	SR1206		181	SR1827		335	SR1211	
35	NC403					73	SR1207		P183	SR1746		P336	SR1741	
39	US421SB					77	SR1208		188	SR1817	-	P343	SR1001	
40	US421 NBL					78	SR1208			SR1636	-	348	SR1703	
41	US701BYP.					80	SR1214			SR1845	-	349	SR1456	
42	NC24					83	SR1309			SR1703	-	354	SR1918	
44 47	NC403					84 85	SR1214 SR1214		194 195	SR1746	-	P358 361	SR1323 SR1647	
47	US701BYP. US701 SBL					90	SR1214 SR1214		P205	SR1703 SR1626		P368	SR1047 SR1229	
C49	US701					93	SR1240		206	SR1020		369	SR1253	
51	NC24					100	SR1246		213	SR1710	1	P374	SR1617	
52	SR1311					101	SR1256		214	SR1706	1	375	SR1811	
53	SR1214					102	SR1233		P223	SR1742		376	SR1838	
54	NC24					103	SR1233		224	SR1742]	P378	SR1107	
55	SR1227					104	SR1233		231	SR1740		C380	SR1839	
56	NC24					105	SR1233		P232	SR1742		384	SR1475	
57	SR1226					P106	SR1233		233	SR1742	4	385	SR1960	
59	US421					107	SR1311		236	SR1721		386	SR1111	
C61	NC24					112	SR1311		238	SR1720		P390	SR1748	
62	US421					115	SR1233		240	SR1725		P426	SR1130	
66	NC903					119	SR1414		247	SR1740		P428	SR1924	
67	NC903					122	SR1414		248	SR1904		C429	SR1960	
C387 P388	US421					123	SR1430		250 252	SR1952				
P388	US421					128	SR1446		252	SR1905				

ſ	PRIM			SECONDARY					
#	ROUTE	#	ROUTE	#	ROUTE		#	ROUTE	
8	NC11&NC53		US421	" P1	SR1345		" 116	SR1520	
P10	NC11&NC53	C247	US117	P2	SR1345		117	SR1520	
12	US117	C248	US117	P3	SR1345		P124	SR1100	
13	NC210	C249	NC11	P4	SR1336		P131	SR1319	
14	NC133	0240	11011	5	SR1216		P135	SR1100	
15	NC11			6	SR1332		P140	SR1315	
16	NC50&NC210			7	SR1340		C141	SR1529	
18	NC210			9	SR1120		144	SR1102	
19	US117			17	SR1103		146	SR1304	
22	NC50			20	SR1104		P155	SR1121	
C23	NC210			32	SR1128		P164	SR1520	
C24	NC210			33	SR1125		C165	SR1407	
25	NC210			P36	SR1100		P170	SR1628	
26	NC53			P40	SR1128		P188	SR1120	
P27	NC50			P42	SR1128		202	SR1325	
28	NC210			43	SR1128		203	SR1324	
29	NC53			45	SR1207		P206	SR1527	
C30	NC53			46	SR1209		P207	SR1344	
31	NC210			47	SR1206		P210	SR1566	
34	NC53			48	SR1207		P211	SR1339	
37	NC53			P49	SR1209		213	SR1580	
38	NC210			52	SR1217		215	SR1104	
39	NC53			P55	SR1209		P216	SR1335	
41	NC210			P57	SR1336		C221	SR1411	
44	NC210			P60	SR1300		C232	SR1001	
217	SR1509			63	SR1305		236	SR1653	
218	SR1315			P65	SR1307		P237	SR1345	
219	US117			66	SR1307		P238	SR1318	
220	SR1411			68	SR1306		P239	SR1699	
222	NC210			P69	SR1308		P240	SR1404	
223	SR1318			70	SR1309		P243	SR1100	
224	NC53			73	SR1318		P244	SR1303	
C225	140			77	SR1409		C245	SR1001	
C226	NC11&NC53			79	SR1336				
227	US117			81	SR1216				
C228	US117			P83	SR1119				
229	SR1412			87	SR1407				
P230	NC53			90	SR1411				
P231	US117BUS			91	SR1411				
233	SR1501			C92	SR1509				
234	I40 WBL			96	SR1520				
235	I40 EBL			C114	SR1561				
C241	NC210			115	SR1523				

SUMMARY OF QUANTITIES PENDER COUNTY STRUCTURES
SUMMARY OF QUANTITIES BRUNSWICK COUNTY STRUCTURES

# 2	DOUTE	 PRIMARY					SECONDARY				
2	ROUTE	#	ROUTE	<u> </u>	#	ROUTE		#	ROUTE		
	NC87	C80	US17		1	SR1435		102	SR1401		
4	US74/76 EB	C82	US17		3	SR1455		104	SR1500		
5	US74/76 WB	83	US17 NBL		6	SR1426		106	SR1512		
7	US17,74,421&NC133	84	US17 SBL		10	SR1521		P114	SR1340		
C8	US17	90	US17 SBL		P12	SR1519		P120	SR1512		
11	NC87	93	NC211		22	SR1112		123	SR1504		
13	NC904	96	US17		23	SR1500		126	SR1300		
14	NC133	98	US17/74/76		25	SR1500		P129	SR1513		
15	NC179 BUS	99	US17/74/76		28	SR1432		137	SR1417		
16	NC211	103	US17		30	SR1411		P139	SR1345		
C17	NC904	105	US17 SBL		31	SR1411		142	SR1301		
18	SR1426	107	US17/74/76		P32	SR1410		P143	SR1302		
19	US17B	108	US17/74/76		33	SR1413		P146	SR1328		
20	NC211	C214	US17 BYPASS		P34	SR1410		P149	SR1413		
21	NC130	C215	US17 BYPASS		P35	SR1410		P150	SR1419		
24	NC133	P217	NC133		37	SR1407		163	SR1349		
26	NC87	218	US17 NBL		38	SR1518		P165	SR1504		
C27	NC904	C219	US17 BUS.		40	SR1515		169	SR1115		
29	US74/76	C220	US17		41	SR1501		P176	SR1518		
36	US74/76	 221	NC130		P42	SR1501		181	SR1437		
C39	US74/76	221	10100		P44	SR1342		182	SR1184		
43	SR1437				P46	SR1343		190	SR1155		
45	US17B				49	SR1115		193	SR1529		
47	NC211				53	SR1134		P195	SR1506		
48	NC130				55	SR1140		P196	SR1152		
50	NC133				58	SR1140		197	SR1333		
P51	NC87				59	SR1115		200	SR1340		
52	US17 SBL				64	SR1154		202	SR1357		
54	NC87				70	SR1305		P204	SR1334		
57	NC211				77	SR1300		P205	SR1335		
60	US17BUS				81	SR1321		206	SR1105		
61	NC133				P85	SR1332		207	SR1191		
65	NC87				P86	SR1335		208	SR1472		
C66	US17 BUS				87	SR1300		P216	SR1167		
67	NC133				88	SR1333		P222	SR1300		
69	NC211				P89	SR1335		P224	SR1416		
71	NC130				P91	SR1335		P228	SR1438		
73	US17 NBL				92	SR1339			0		
74	US17 SBL				P94	SR1336					
75	NC133				P95	SR1340					
76	NC211				97	SR1340					
C78	US17				100	SR1342					
C79	US17				101	SR1401					

SUMMARY OF QUANTITIES NEW HANOVER COUNTY STRUCTURES

PRIMARY						ECONDARY
#	ROUTE	#	ROUTE		#	ROUTE
3	US117/NC132 NBL	100	US17 BYP NBL		4	SR1002
8	US117/NC132 SBL	101	I40 RAMP WBL		5	SR1492
12	US74&76	102	I-140&US17 BYP		6	SR1492
13	US17/74/76	103	I140/US17 BYP		19	SR1100
14	US74 & 76	104	I140EB/US17BYP NB		C25	SR2103
18	US17	105	I140 WB/US17BYP SB		26	SR2812
21	US76	106	SR1332		32	SR1302
22	US74	107	US74(SMITH CR.PW)		35	SR1627(3rd St.)
24	US74	108	US74(SMITH CR.PW)		C61	SR2048
27	US421,NC133	C117	US74		P70	SR2234
C28	US421 & SR1140	118	I-140/US17 BYP		78	SR1242
29	US117 & NC133	119	I-140/US17 BYP			
30	US421	120	I140 WB/US17BYP SB			
31	US117,NC133	121	I140 EB/US17BYP NB			
42	SR1336	122	I140 WB/US17 BYPSB			
C43	140	123	I140 EB/US17 BYPNB			
44	I40 WBL	124	US117/NC132			
45	I40 EBL	126	US74			
46	I40WBL	127	US74			
47	I40EBL	128	US74 WBL			
48	I40 WBL	129	US74 EBL.			
49	I40 EBL	130	US74(RAMP D)			
56	SR1322	131	US74			
57	NC132	132	US74			
58	I40 EBL	133	US74 RMP B			
59	I40 WBL	134	US74 RMP LOOP B			
C60	I40 RAMP B	136	US17 RAMP			
C62	NC132					
C63	NC132 SB RAMP					
C64	NC132					
95	I-140WBLCOL&US17BYP					
96	I-140 SB					
97	I-140					
98	US17 BYP.SB CON.					
99	US17BYP WBL					

VEGETATION REMOVAL LIMITS <u>PRIMARY</u>

Bridges, Culverts, Pipes and Guardrail sites (not to scale) <u>DETAIL NO.1</u>



VEGETATION REMOVAL LIMITS <u>SECONDARY</u>

Bridges, Culverts, Pipes and Guardrail sites (not to scale) <u>DETAIL NO.2</u>



TYPICAL AREA WHERE VEGETATION IS TO BE REMOVED. (INCLUDES UNDERSIDE OF BRIDGES AND GUARDRAILS)

ESTIMATED LINEAR FEET OF GUARDRAIL FOR BRIDGE STRUCTURES

PRIMARY All Counties

336,600 LF

SECONDARY All Counties

44,300 LF

TOTAL 380,900 LF

Regular Maintenance Guardrail/ Cable Rail Locations

Sampson County

Location

Linear Feet

Hwy. 41 @ Bladen County Line	1,000
Hwy 41 N. of Bladen Cnty. Line before SR 1131	220
Hwy. 41 , just N. of SR 1120	220
Hwy 41 N. of SR 1119	1160
Hwy 41 N. of SR 1119	1260
Hwy 41 N. of SR 1119	220
Hwy. 411 just S. of SR 1130	430
Hwy. 903 S. of SR 1134	760
US 421 W. of SR 1140	1,772
US 421 W. of SR 1146	770
US 421 W. of SR 1147	320
US 421 @ 701 Ramp	980
US 421 @ 701 other	1231
US 421/701 Bypass	53,612
Hwy. 24 just past Autryville	450
Hwy 24 at bridge N. of SR 1410	792
Hwy. 242 just past the intersection of Hwy. 24 in Roseboro	300
Hwy 242 Just past the Roseboro town limit heading W.	415
Hwy 242 in between SR 1002 & 1349, 3 guardrails	1710
Hwy 242 @ SR 1408	310
Hwy 242 just past SR 1408	690
Hwy 242 just inside the Salemburg limits coming from Roseboro	284
Hwy 24 just N. of Roseboro	720
Hwy 24 between SR 1301 & 1238	740
Hwy 24N.past SR 1292	720
Hwy 24 N. just inside Clinton limits	720
Hwy 403 just N. of 702 Bus.	290
Hwy 403 N. just inside Clinton limits	340
Hwy 403 just before SR 1904	840
Hwy. 403 between SR 1752 & 1748	840
Hwy 403 between SR 1746 & 1740	2,290
I 40 @ Exit 355	1,020

SR 1783 just before Duplin Co. Line		1,380
Hwy 50 between SR 1728 & 1729		858
Hwy 50 between SR 1725 & 1720		520
Hwy 50/55 @ SR 1707		320
Hwy 50/55 between 1707 & 1710		320
Hwy 50/55 just inside the Newton Grove line		340
701 E. just outside of Newton Grove		371
I 40 Exit 343		371
Hwy 13 @ I 40 overpass		400
Hwy 13 just past I 40 overpass		400
I 40 @ Exit 341		440
Hwy 13 between SR 1452 & 1451		360
Hwy 13 @ Cumberland Co. line		820
Hwy 55 @ Harnett Co. Line		410
Hwy 421 @ Harnett Co. Line		367
	TOTAL	
	:	85,103
Pender County		
Intersection of US 421 & SR 1300		140
US 421; .05 miles S. of SR 1217		155
NC 210 ; .5 miles W. of SR 1101		625
NC 210 .95 miles E. of SR 1104		1075
NC 210 .65 miles E. of SR 1104		350
NC 210 .01 miles E. of SR 1104		560
SR 1683 ; end of system		25
Intersection of US 17 & SR 1572		340
US 17, .7 miles N. of SR 1571		400
US 17, .95 miles S. of SR 1587 (message board median)		200
US 17, .95 miles S. of SR 1587 (message board- right shoulder)		160
Intersection of US 17 & SR 1563 (s. bound lane @ light)		430
US 17 ; .1 miles S. of SR 1563		360
US 17 ; .55 miles N. of SR 1675		300
US 17 ; .1 miles S. of SR 1726		220
US 17 ; .3 miles N. of SR 1562		400
US 17 ; address: 21756 US 17 North(Napa Auto Parts)	350	
US 17 Pender/Onslow Co. Lines (Southbound lane only)		200
	TOTAL	C200
	:	6290
Deve switch County		
Brunswick County		

Guiderail on US 17 @ mm 24.5		1,050
Guiderail on US 74/76/17		42,240
		12,210
	TOTAL	
	:	43,290
	•	43,230
Duplin County		
		300 &
NC 50 ; bridge between SR 1974 & 1816 (2 sides)		300
NC 41 after SR 1827 on the right		150
		180 &
NC 41 just inside Chinquapin limits (both sides)		180
NC 41on left past previous		560
		680 &
NC 41 bridge just past previous (2 sides)		680
NC 41 just past previous bridge on right		250
		450 &
41 just outside Chinquapin going towards Beaulaville		450
		130 &
111 between SR 1816 & 1800		130
		160 &
41 between SR 1947 & 1946		160
		160 &
41 between SR 1944 & 1945		160
		370 &
I 40 @ 41 overpass		370
		390 &
I 40 @ 11 overpass		390
-		375 &
41 Between SR 1101 & 1170		375
		200 &
117 leaving Wallace @ Duplin/Pender line going to Burgaw		200
		375 &
41 between SR 1128 & 1159		375
50 between1954 & 1961(2 sets ; 4 guardrails total)		275,275,200 & 200
		535 &
24 between SR 1723 & 1715		220
		450&
41 between SR 1700 & 1720		450
		430 &
241 just N of Beaulaville, before SR 1700		430
		1000,890, 385 &
111 just N of Beaulaville(2 sets ; 4 guardrails total)		385
		755, 1320, 1300 &
24 in Beaulaville W. of 111 (4 guardrails total)		733, 1320, 1300 & 710
24 W. of Beaulaville between SR 1702 & 1701		940
24 W. of Beaulaville between SR 1701 & 1737		3235, 2510, &

		2770
903/24 between I 40 & SR 1004 (guardrails all between)		19,402
		580 &
Bus 24/50 between SR 1376 and Kenansville limit		580
		270 &
I 40 @ 117 Magnolia Exit		270
		110 &
903 between SR 1101 & 1175		110
002 hatus an CD 1120 8 1100		415 &
903 between SR 1120 & 1100		415 165 &
24 just E. of I 40 overpass		150 a
		185 &
117 between SR 1344 & 1343		185 &
		200 &
117 between SR 1301 & 1403		200
		205 &
117 just past SR 1337 going into Faison		205
		200 &
117 between SR 1354 & 1331		200
117 past 403 heading to Calypso several on both sides of road.		200,200,500,500,
		2257 &1890
		120 &
117 in Calypso before SR 1392 both sides		120
117 in Calypso across from SR 1392		95
		600 &
403 over N. East Cape Fear River going into Wayne County		600
		155 &
111 between SR 1533 & 1534		155
111 between SR 1531 and and 1532(3 sets totaling 790')		790
002 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		200 &
903 between SR 1539 & 1306		250
111/903 between SR 1546 & 1519		450 & 450
111/903 between 3N 1340 & 1319		160 &
11/903 between SR 1501 & 111/903 and 11 junction near Kornegay		160 Q 160
,		440 &
111 between Leon and Kornegay		440
Т	otal:	62,944
Roadside/ Interstate- four		
counties I -40 and I -140	Fotal:	438,240
Onslow County		
NC 24 T	otal:	1,500

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, 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.

	Full name	of Corpo	ration
	Address	as prequal	ified
Attest		By	
	Secretary/Assistant Secretary Select appropriate title		President/Vice President/Assistant Vice President Select appropriate title
	Print or type Signer's name		Print or type Signer's name
			CORPORATE SEAL
AFFIDA	AVIT MUST BE NOTARIZED		
Subscribe	ed and sworn to before me this the		
	day of, 20		
	Signature of Notary Public		
Of	County		NOTARY SEAL
State of			NOTARI SEAL

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, 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.

	Full Name of Firm	
	Address as Prequalified	
	Signature of Manager	
Witness's Signature		Individually
Print or type Signer's name		Print or type Signer's Name
AFFII	DAVIT MUST BE NOTAR	IZED
Subscribed and sworn to before me	e this the	
day of	20	
Ciscosture of Natory Dub	11:0	
Signature of Notary Pub	blic	
of	County	
State of		NOTARY SEAL

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, 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 venturers 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)			
(2)		Name of Joint Venture	
(2)		Name of Contractor	
		Address as prequalified	
	Signature of Witness or Attest	Ву	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 of	nly)
		Address as prequalified	
	Signature of Witness or Attest	Ву	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name
	rporation, affix Corporate Seal		
<i>vit must</i> ribed an	OTARY SEAL be notarized for Line (2) d sworn to before me this 20	NOTARY SEAL Affidavit must be notarized for Line (3) Subscribed and sworn to before me this day of20	NOTARY SEAL Affidavit must be notarized for Line (4) Subscribed and sworn to before me this day of20
	Notary PublicCounty	Signature of Notary Public ofCounty State of	Signature of Notary Public ofCoun State ofCoun
	ion Expires:	My Commission Expires:	My Commission Expires:

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, 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.

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
AFFIDAV	TT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of ______ 20___.

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

NOTARY SEAL

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, 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___.

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

NOTARY SEAL

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, 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.

	e of Partnership
Address	as Prequalified
	Ву
Signature of Witness	By Signature of Partner
Print or type Signer's name	Print or type Signer's name
AFFIDAVIT M	UST BE NOTARIZED
Subscribed and sworn to before me this the	
day of 20	
Signature of Notary Public	
ofCounty	
State of	NOTARY SEAL
My Commission Expires:	

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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



Check here if an explanation is attached to this certification.

North Carolina Department of Transportation Small Business Enterprise BID FORM

WBS Elements: 3B.10101, 3B.201012, 3B.103112, 3B.203112, 3B.106512, 3B.206512, 3B.106712, 3B.206712, 3B.107112, 3B.207112, 3B.108212, 3B.208212, 3.101011, 3.103111, 3.203111, 3.107111, 3.207111, 3.106533, 3.107133, 3.103133, 3.108233.

Project Description: Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges, Culverts, Pipes and Guardrails in Onslow, Pender, New Hanover, Sampson, Duplin and Brunswick Counties.

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	6132000000-N	SP	Vegetation Removal: Division Wide Primary Bridges, Culverts, Pipes & Guardrails <u>(BRIDGE MAINTENANCE)</u>	369	EA.		
20	6132000000-N	SP	Vegetation Removal: Division Wide Secondary Bridges, Culverts, Pipes & Guardrails. (BRIDGE MAINTENANCE)	507	EA.		
30	6132000000-N	SP	Vegetation Removal: Division Wide <u>MAINTENANCE</u> Guardrails / Cable rails.	650,000	LF		
ΤΟΤΑ	TOTAL BID FOR PROJECT :						

CONTRACTOR_

ADDRESS		
Federal Identification Number		
Contractor's License Number		CORPORATE SEAL
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 2006.

Reviewed by____

Date _____

Accepted by NCDOT_____

Date _____