

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**DIVISION THREE**

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**WORK ORDER NUMBERS: 3.101013, 3.201013, 3.106513, 3.206513, 3.106713, 3.206713**

**ROUTE: Various COUNTIES: New Hanover, Brunswick, and Onslow**

**DESCRIPTION: Plant Bed Maintenance and Mowing**

**BID OPENING: 2:00 p.m., August 6, 2015**

**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. THESE LAWS REQUIRE THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR GENERAL CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

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NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**

**ATTENTION: Lloyd G. Royall Jr., PLS  
NCDOT  
5501 Barbados Blvd.  
Castle Hayne, NC 2842**

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## **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.  
**DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 5501 Barbados Blvd. Castle Hayne, NC 28429 BY 2:00 p.m. Thursday August 6, 2015., .**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation for Plant Bed Maintenance and Mowing to be opened at 2:00 p.m., on Thursday August 6<sup>th</sup>, 2015 at 2:00 PM**

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

**Division Proposal Engineer, Lloyd G. Royall Jr., PLS  
North Carolina Department Of Transportation ATTENTION: 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 Standard Specifications for Roads and Structures 2012. The lowest responsible 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.**

# PURCHASE ORDER CONTRACT

## Standard Provisions

### GENERAL

This small business contract is for plant bed maintenance and mowing around ornamental plant beds on the right of way in Brunswick, New Hanover, and Onslow County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation 2012 Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), with the exception that bid bonds are *not* required.

**The quantities stated in the Bid Form are estimates and are not guaranteed.**

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

**This contract shall be bid by certified small business contractors only.  
SMALL BUSINESS ENTERPRISE PROGRAM**

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx> ; SBE contracts are limited to \$500,000.

### CONTRACT TIME AND LIQUIDATED DAMAGES

**The date of availability for this project is August 24, 2015.** The Contractor may **NOT** begin work prior to this date. If 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.

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

**The completion date for this project is March 31, 2016 or at the limit of \$500,000 dollars per year.** The Contractor shall submit his bid for one year.

## **TERM OF THE CONTRACT**

The Contractor shall submit his bid for the initial contract time. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each. The year for the renewal periods shall begin October 1 and end September 30 of the following year. If the contract is extended, the unit bid prices will be increased by 3% for each one year extension. The Engineer will notify the Contractor in writing by August 1 if the contract may be extended. The Contractor must notify the Engineer in writing by August 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

## **INTERMEDIATE CONTRACT TIME NUMBER (1) AND LIQUIDATED DAMAGES**

(2-20-07)

RG 14 A

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

### **DAY AND TIME RESTRICTIONS ALL OTHER ROUTES**

**Monday through Friday from 6:00 A.M. to 9:00 A.M.**

**Monday through Friday from 4:00 P.M. to 7:00 P.M.**

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

## **HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **9:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **9:00 a.m.** the day after Independence Day.

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

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

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

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

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

The liquidated damages are **One Thousand Dollars (\$500.00)** per **fifteen (15) minutes or portion thereof.**

**INTERMEDIATE CONTRACT TIME NUMBER (2) AND  
LIQUIDATED DAMAGES**

(2-20-07)

SP1 G14H

The Contractor shall complete the work required for the initial plant bed maintenance and mowing cycle, including heavy pruning.

The date of availability for this intermediate contract time will be **August 24, 2015**.

The completion date for the first intermediate contract time will be **September 30,**

**2015**. The liquidated damages are **One Hundred Dollars (\$ 100.00)** per **calendar day**.

Note:

The initial cycle will only be performed one (1) time at the beginning of the contract and is not a renewable pay item for subsequent renewal periods.

**INTERMEDIATE CONTRACT TIME NUMBER (3) AND  
LIQUIDATED DAMAGES**

(2-20-07)

SP1 G14H

The Contractor shall complete the work required of each routine plant bed maintenance and mowing cycle each month between April and October for a total of seven (7) complete cycles.

The date of availability for this intermediate contract time will be the first day of each month.

The completion date for this intermediate contract time will be the last day of each month.

The liquidated damages are **One Hundred Dollars (\$ 100.00)** per **calendar day**.

**INTERMEDIATE CONTRACT TIME NUMBER (4) AND  
LIQUIDATED DAMAGES**

(2-20-07)

SP1 G14H

The Engineer will direct the Contractor which beds will receive mulch. The Contractor shall complete the work required for placement of mulch in the areas as shown on the site maps and descriptions, as directed by the Engineer.

The period for placement of mulch is November 1 to March 31.

The liquidated damages are **One Hundred Dollars (\$ 100.00)** per **calendar day**.



## **PRE-BID CONFERENCE**

A mandatory Pre-Bid Conference will be held at **10:00 a.m. on Thursday July 16, 2015** in the Division Office 5501 Barbados Blvd. Castle Hayne, NC 28429. We will discuss the scope of the project and give bidders the opportunity to ask any questions they may have. Attendance at the entire Pre-Bid Conference is required in order for your bid to be considered.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum, which will be mailed or Faxed to each represented Contractor. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

**No one will be admitted after the Pre- Bid conference begins at 10:00 a.m. All representatives will be required to register and remain present for the entire Pre-Bid Conference.**

**For directions call Lloyd Royall 910-341-2000.**

## **PREQUALIFYING TO BID**

In order to qualify to bid on this project, all prospective bidders must be prequalified on the NCDOT website and attend the Pre-Bid Conference at the location noted above. This Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders the opportunity to ask questions. Only bids received from Bidders who attended and properly registered at the Pre-Bid Conference will be considered.

**No questions will be answered by any Department personnel at any time except at the Pre-Bid Conference.**

ATTENDANCE AT THE PRE-BID CONFERENCE WILL NOT MEET THE REQUIREMENTS FOR PROPER REGISTRATION UNLESS THE INDIVIDUAL ATTENDING HAS REGISTERED AT THE CONFERENCE IN ACCORDANCE WITH THE FOLLOWING:

1. The individual must sign his/her name on the official roster at the beginning of the Conference. The individual must sign his/her name on the official roster at the end of the Conference.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company may be represented by the individual attending.

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be Joe Chance Roadside Environmental Division Engineer, Division 3, Division of Highways, and North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

## **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 Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. 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 Manual of Uniform Traffic Control Devices (MUTCD).

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

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

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved

by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

No direct payment will be made for providing work zone safety item(s), as the cost of same will be considered incidental to the work being paid for under those various pay item(s) that have been included.

### **SAFETY VESTS**

**All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.**

## **PROSECUTION AND PROGRESS**

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

**It is the intent of the Department that the Contractor's crew complete the work required on a site before beginning work at another site.**

**The Contractor shall not perform work on Saturdays and Sundays unless approved by the Engineer.**

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

## **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.

## **CONTRACT PAYMENT AND PERFORMANCE BOND**

Due to the nature of this project, no performance or payments bonds will be required.

## **LIABILITY INSURANCE**

(11-18-08)

RG 80

**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.

### **WORKERS' COMPENSATION INSURANCE**

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, 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.

## **SUBLETTING OF CONTRACT**

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

## **DEFAULT OF CONTRACT**

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

## **PROMPT PAYMENT**

### **Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers**

Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

## **PAYMENT AND RETAINAGE**

The Contractor may submit requests for partial payments on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Division Roadside Environmental Engineer's Office.

**Division Roadside Environmental Engineer N.C.  
Department of Transportation  
803 Penderlea Hwy  
Burgaw, NC 28425**

Due to the nature of the contract, no retainage will be withheld.

## **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.

## **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.

## DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

## 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 the legal limit. Do not exceed the posted weight limits in transporting material and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and adjust accordingly. At the Engineer's discretion haul routes may be changed if excessive damage occurs to the routes while operations are in place.

## ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

### Division 2

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

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

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

### Division 3

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

### Division 4

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

### Division 6

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

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

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

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

### Division 7

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

#### **Division 8**

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

#### **Division 10**

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

#### **Division 12**

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

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

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

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

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

#### **Division 15**

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

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

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.

#### **Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

**Hot Applied Joint Sealer**

1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with **hot applied joint sealer**.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

**Division 7**

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to **710-10(B)**.

**Division 8**

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

**Division 9**

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

**Division 10**

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 100**6** for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization

45 lb	75 lb	--	--	75 lb
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## 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.

## **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

SP1 G152

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.

## Special Provisions

### GENERAL CONDITIONS

This proposal is subject to *Standard Specifications for Roads and Structures* - July 2012 edition. Please note the following amendments:

The **initial plant bed maintenance and mowing cycle** will account for all first cycle mowing, cleanup and heavy pruning as shown on the site maps and descriptions within and as directed and accepted by the Engineer. **Please note the initial plant bed maintenance and mowing cycle will only be paid for in the first year of the contract. All cycles performed after the initial cycle will be considered routine.**

The **routine plant bed maintenance and mowing cycle** will account for all the subsequent maintenance cycles after the initial cycle of maintenance as shown on the site maps and descriptions within. This work shall be performed monthly from April 1 through October 30 as directed by the Engineer.

The quantity of **mulch** to be paid for during the contract will be the actual number of cubic yards of mulch furnished and placed around plants according to the plans, specifications, and/or as directed by the Engineer, as called for in the contract. Mulch will be measured prior to placing. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Each truck shall be loaded to at least its measured capacity at the time it arrives at the site of work. **Please note that the mulching work will be spread out over the three years of the contract. The mulch quantity included on the bid form is an estimate of what the Contractor will perform on an annual basis.**

The above prices and payments will be full compensation for all work covered by this section, including but not limited to furnishing fertilizer, pesticides, and mulch; pruning and planting; maintaining plants and grassed areas; and replacing dead, damaged, or stolen plants.

Payment will be made under:

Initial Plant Bed Maintenance and Mowing	Cycle
Routine Plant Bed Maintenance and Mowing .....	Cycle
Shredded Hardwood Bark Mulch	Cubic Yard

## NOTES TO CONTRACTOR

**Excavation within 1,000 feet of a signalized intersection will require a one (1) week notification (prior to excavation) to the NCDOT Traffic Services Signal unit at telephone number (910) 341 0300. All traffic signal or detection cables must be located prior to excavation. Cost to replace or repair NCDOT signs, signals, or associated equipment shall be the responsibility of the encroaching party.**

### LOCATIONS

The N.C. Department of Transportation (Division 3) is proposing to provide plant bed maintenance and mowing around enhancement plantings at selected locations in Brunswick, New Hanover, and Onslow County. The work shall consist of but, not be limited to labor, materials, supervision, and equipment.

### SCOPE OF WORK

1. Existing bed areas are to be kept in a well-maintained grass, weed, and litter-free state.
2. Litter pick-up shall be performed on all areas prior to mowing. Litter pick-up will be considered incidental to each cycle no matter the size of litter. No additional compensation will be made for litter pick-up.
3. When mowing around plant bed areas and trees, Contractor shall take care not to throw grass clippings into plant beds and tree rings. Contractor shall not leave grass piled up in windrows or in large clumps after cutting is complete. Any such piles or windrows shall be kicked down and evenly distributed over grassed area in no more than a 1" thick layer or removed from the site. Contractor shall take care not to disturb plant beds or tree rings with mowing equipment. Areas that cannot be mowed shall be trimmed with a string trimmer or other suitable device. Should the Contractor throw grass clippings into plant beds, streets and curb and gutter sections, tree rings, and/or on sidewalks, or if damage occurs, the Contractor shall remove grass clippings by raking, sweeping or blowing, and repair damage to the plant beds and/or tree rings, and plants, restoring them to their original state without additional compensation for such work. Contractor shall keep curb and gutter sections and sidewalks that are within the mowing pattern free of vegetation growing in cracks or overhanging the structure.
4. All bed areas shall be treated with a post-emergence herbicide during the first cycle to effectively eliminate all unwanted vegetation. Follow-up applications of post-emergent herbicides in subsequent cycles may be necessary to eliminate unwanted vegetation. Contractor shall apply a pre-emergence herbicide on all newly mulched areas. All bed areas shall be treated with a pre-emergent herbicide to control winter weeds during the last cycle. The Contractor will be required to control insects and diseases found in plants at the direction of the Engineer. The Engineer will notify the Contractor of needed pesticide work one week prior to the beginning of the next scheduled cycle. The Contractor shall complete the required pesticide application during the next scheduled cycle. Rate and type of pesticides shall be

approved by the Engineer prior to use. All pesticide applications shall be made by or in the presence of an individual who possesses a valid NC Ground Pesticide Applicators License with a Right of Way (H) endorsement. Contractor will be required to replace any desirable plant material to which any measure of damage is done as a result of misapplication of pesticide by the Contractor or his/her personnel. All replacement plants shall be of the same type and size as the original plant. Such planting shall be done at the direction of the Engineer, within a prescribed time frame. Pesticide and/or replacement planting work not completed within the specified timeframes will be subject to liquidated damages. Pesticide applications will be considered incidental to the respective cycle. No additional compensation will be made for pesticide applications. Contractor shall apply a pre-emergent herbicide treatment to all bed areas between January 15<sup>th</sup> and March 1<sup>st</sup>.

5. All plant material shall be fertilized according to individual plant requirements during the second cycle with a complete analysis, slow release fertilizer. Work not completed within the specified timeframe will be subject to liquidated damages. Fertilizer Rate and analysis at time of application shall be approved by the Engineer. Fertilizer applications will be considered incidental to the cycle. No additional compensation will be made for fertilizer applications.
6. Mulching will be required as requested by the Engineer. The Engineer will notify the contractor of the amount and location(s) of mulching work to be done. All designated mulching shall be accomplished between November 1 and March 1 as directed by the Engineer. Mulch shall consist of twice ground, shredded hardwood bark with a maximum of 15% "wood" defined as the interior hard fibrous celluletic xylem of trees, with no aggregate size greater than 5" in width or length, and no more than 20% by volume can pass through a 3/4" sieve, clean and void of sticks, leaves or any extraneous materials. Mulch shall be placed to maintain a depth of 3". Mulch shall be approved by the Engineer prior to placement on planting beds. Mulch color shall be dark brown at the time of application and may not contain any artificial colorant.
7. Pruning of trees, shrubs, and perennials will be done at the direction of the Engineer as part of the initial and routine cycles. Pruning shall be performed as directed by the Engineer. The Contractor will be responsible for cleanup and disposing of all debris after pruning. Removal of suckers 6" long and greater, on trees will be performed during each cycle as needed. Care shall be taken when removing suckers to avoid damage to adjacent bark on the tree. Deadheading of daylilies will be performed during the fourth, fifth, sixth, and seventh cycle by removing brown flower stalks. Mowing of daylilies will not be permitted as a means of deadheading.
8. Contractor will not be permitted to perform mowing operations without also performing plant bed maintenance operations. The Contractor will receive no compensation for any cycle in which both plant bed maintenance and mowing are not performed in one continuous cycle.

Work done under this contract shall include mowing, litter pickup, fertilizing, pest control (i.e. weeds, insects, diseases, etc.), pruning and mulching.

## **EQUIPMENT AND CREW REQUIREMENTS**

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified in the Project Special Provisions under



Description of Work. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Mowers shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. As far as possible, the equipment wheels are to remain off the travel way during mowing operations.

**The Contractor shall furnish a minimum of one four-man crew to pursue this work. Failure to provide proper manpower will result in cancellation of this contract.**

### **TRAFFIC CONTROL AND SIGNING REQUIREMENTS**

The Contractor shall install SHOULDER WORK AHEAD (W10-10) portable signs prior to beginning work. They should be mounted on the right shoulder and/or median in advance of the mower(s) and shall be relocated regularly to maintain an effective distance. **Signs shall be displayed only while work is underway.** 48" x 48" signs shall be used. On high speed, high volume roadways, signs shall be mounted 5' above the ground surface. Signs must conform to the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Conduct operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02. Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.

### **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and to poles, wires, cables and other overhead structures, and to plantings.

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (**YIELD, ONE WAY, WRONG WAY, etc.**) suffer any damage, the Engineer, or his representative, shall be notified within two hours of the aforesaid damage. Damage to **STOP** signs shall be repaired by the Contractor immediately and reported to the Engineer within two hours of the aforesaid damage. Such signs may be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

# North Carolina Department of Transportation

## BID FORM

WBS Element: 3.101013, 3.201013, Etc

TIP Number: N/A

*Project Description: Plant bed Maintenance for Brunswick, New Hanover, and Onslow*

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	6680000000-E	SP	Initial Plant Bed Maintenance and Mowing (85 Acres)	1	CYC		
2	6680000000-E	SP	Routine Plant Bed Maintenance and Mowing (85 Acres)	7	CYC		
3	6680000000-E	SP	Shredded Hardwood Bark Mulch	1600	CY		
4							
5							
6							
7							
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18							
19							
20							
21							
22							
<b>TOTAL BID FOR PROJECT:</b> _____							

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

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

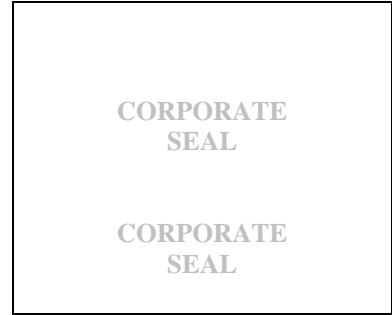
Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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



**Point of Contact for Post-Bid Inquires (e.g., Letters of Intent, Insurance, Bonds, and Contract Execution)**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

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**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION**

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

*Reviewed by NCDOT* \_\_\_\_\_

*Date* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_

*Date* \_\_\_\_\_

