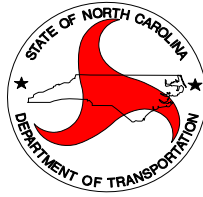


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FIVE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

FEDERAL AID #: STP-000S(425)
WBS ELEMENT: 3705.3.13
COUNTY: Wake
ROUTE: US 1
DESCRIPTION: ER-2973, US 1 Landscape Planting in Wake County
BID OPENING: 2:00 p.m., Wednesday, November 13, 2013

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.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

DIVISION ENGINEER
ATTENTION: Michael J. Kneis, PE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
2612 NORTH DUKE STREET
DURHAM, NC 27704

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

DEBARMENT CERTIFICATION

BID ACCEPTANCE SHEET

US 1 LANDSCAPE PLAN SHEETS

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. Bidders must be prequalified for the type of work they wish to perform prior to submitting a 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 2612 North Duke Street Durham, NC 27704 BY 2:00 p.m., on Wednesday, November 13, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation for ER-2973, Landscape Planting on US 1 in Wake County to
be opened at 2:00 p.m., on Wednesday, November 13, 2013.**

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

**North Carolina Department Of Transportation
ATTENTION: Michael J. Kneis, PE
2612 North Duke Street
Durham, NC 27704**

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 102-10) of the Standard Specifications for Roads and Structures 2012. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for the soil preparation, installation of sod and watering in median and behind guardrail along the US 1 Corridor in Wake County. The Contractor will be responsible for providing and materials, labor, supervision and equipment as well as providing any necessary traffic control.

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 Standard Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), with the exception that bid bonds are *not* required.

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 who are prequalified for the type of work they wish to perform.

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: <http://www.ncdot.org/business/ocs/sbe/>. SBE contracts are limited to \$500,000 per year.

CONTRACT TIME SEASONAL LIMITATIONS AND LIQUIDATED DAMAGES

The date of availability for this project is January 6, 2014.

The completion date for this project is May 15, 2017.

For all plants, with the exception of contract grown grasses, the date of availability for initial planting is January 6, 2014 and the completion date for the initial planting is March 31, 2014. Planting for these species will **NOT** be allowed between April 1, 2014 and October 15, 2014 unless directed by the Engineer.

For contract grown grasses (Weeping Lovegrass, Purple Lovegrass, The Blues Little Bluestream, Indian Grass and Prairie Dropseed), the date of availability for initial planting is April 15, 2014 and the completion date for the initial planting is May 15, 2014. Planting for these species will **NOT** be allowed between May 16, 2014 and April 14, 2015 unless directed by the Engineer.

The start of the monthly warranty work is tied to substantial completion of the initial planting and will be determined by the Engineer.

The liquidated damages for the initial planting for this contract will be **Three Hundred Fifty Dollars (\$350.00)** per calendar day. After award of the project, the Contractor shall notify the Engineer to schedule a preconstruction conference and notify of his expected date for beginning work.

SOURCES FOR PLANT MATERIALS

The successful Bidder (Contractor) shall submit the proposed schedule for plant installation and the sources and contact information for all plant material within 48 hours of bid opening. The Department will not award the contract until a copy of this documentation has been received. The Department will reject the bid if the Bidder fails to produce this documentation within 48 hours.

It is a requirement of this project that the Contractor enlist a contract grower to provide the native grasses. Documented proof of this "Contract Growing" must be provided within 14 days of being awarded this contract.

SEASONAL LIMITATIONS, INTERMEDIATE CONTRACT TIME (1) AND LIQUIDATED DAMAGES

The period for replacement planting for all plants, with the exception of contract grown grasses is October 15, 2014 to March 31, 2015, October 15, 2015 to March 31, 2016 and October 15, 2016 to March 31, 2017. Planting for these species will **NOT** be allowed between April 1 and October 15, unless directed by the Engineer.

Intermediate completion times of 45 days may be set by the Engineer as needed for replacement planting of non-contract grown grasses.

The period for replacement planting for contract grown grasses is April 15, 2015 to May 15, 2015, April 15, 2016 to May 15, 2016 and April 15, 2017 to May 15, 2017. Planting for these species will **NOT** be allowed between April 1 and October 15, unless directed by the Engineer.

Liquidated damages for these seasonal limitations and replacement planting intermediate contract times are One Hundred Fifty Dollars (\$150.00) per calendar day.

WARRANTY WORK INTERMEDIATE CONTRACT TIME (2) AND LIQUIDATED DAMAGES

The first cycle of the monthly warranty work will be April 2014, unless otherwise directed by the Engineer.

It is anticipated that monthly warranty work will **NOT** be performed in the months of November, December, January and February, unless directed by the Engineer.

The date of availability for this intermediate contract time will be the date the Contractor receives notification by NCDOT of work to be performed.

The completion date for this intermediate contract time will be the date which is fifteen (15) consecutive calendar days after and including the date the Contractor is notified.

Liquidated damages for warranty work are One Hundred Fifty Dollars (\$150.00) per calendar day.

WARRANTY WORK INTERMEDIATE CONTRACT TIME (3) AND LIQUIDATED DAMAGES

It is anticipated that the Contractor shall be required to do watering at additional times other than during the monthly warranty work.

The date of availability for this intermediate contract time will be the date the Contractor receives notification by NCDOT of watering to be performed.

The completion date for this intermediate contract time will be the date which is five (5) consecutive calendar days after and including the date the Contractor is notified.

Liquidated damages for watering work are One Hundred Fifty Dollars (\$150.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER (4) AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall not **close or narrow a lane of traffic and/or shoulder on US 1 and ramps** during the following time restrictions:

NON-INTERSTATE DAY AND TIME RESTRICTIONS

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.

In addition, the Contractor shall not close or narrow a lane of traffic on **US 1 and ramps** detain and/or alter the traffic flow on or during 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 **6:00 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **9:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **9:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **9:00 p.m.** the day after Independence Day.

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

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

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

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

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

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **fifteen (15) minutes or portion thereof**.

PRE-BID CONFERENCE

A mandatory Pre-Bid Conference will be held at **10:00 a.m. on Thursday, October 31, 2013** in the Roadside Environmental Engineer's Office located at 200 Roscoe Trail, Raleigh, NC 27607. 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 made available to all attendees via fax or email.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 5, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

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.

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.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

COOPERATION BETWEEN CONTRACTORS

(7-1-95)

RG 133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

I-5338/I-5311, I-40/440 Rebuild Project has been awarded and construction will be underway.
3705.3.10, US 1 Corridor Sodding will let in the fall/winter of 2013 and construction will be underway.
3705.3.11, US 1 Corridor Clearing has been awarded and construction will be underway.
3705.3.12, US 1 Selective Vegetation Removal has been awarded and construction will be underway.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

MATERIALS AND TESTING

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

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

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.

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.

WORK SITE CLEANUP

The Contractor shall the clean the work sites of all debris, excess excavations, waste packing material, scraps, etc. At the end of each work day the site shall be clear and clean. The Contractor shall not throw any waste material in any storm sewers or streams. All disturbed areas of vegetation shall be graded, seeded and mulched as required in the Standard Specifications for Roads and Structures 2012. The Contractor shall be responsible for damage to private and/or public property resulting from the work.

CONTRACT PAYMENT AND PERFORMANCE BOND

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

LIABILITY INSURANCE

The Contractor shall provide liability insurance conforming to the requirements of Article of 107-15 of the 2012 Standard Specifications.

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.

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.

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 2012 Standard Specifications.

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.

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 2012 Standard Specifications.

CONTRACTOR CLAIM SUBMITTAL FORM

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 http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/forms/ccsf-1.pdf

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, **prior** to submitting the final invoice payment. Once an invoice is received and accepted that is marked as "Final", the Contractor shall be barred from recovery.

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 Roadside Environmental Engineer's Office.

**Division Roadside Environmental Engineer
N.C. Department of Transportation
1513 Mail Service Center (Mail)
200 Roscoe Trail (Delivery)
Raleigh, NC 27607**

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be

subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

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

POSTED WEIGHT LIMITS

(7-1-95) (Rev. 8-21-12)

107

SP1 G24R

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. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

MATERIALS

(2-21-12) (Rev. 11-19-13)

1000, 1005, 1050, 1074, 1078, 1080, 1081, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non- Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table 1077-1	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed
Prestress	per contract	See Table 1078-1	See Table 1078-1	-	-	8	-	564	as needed	-	-

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with:

All fencing material and accessories shall meet Section 106.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

**TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE**

Std. Size #	Percentage of Total by Weight Passing														Remarks
	2"	1 1/2"	1"	3/4"	1/2"	3/8"	#4	#8	#10	#16	#40	#200			
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	A	Asphalt Plant Mix		
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	A	Asphalt Plant Mix		
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	A	AST, Sediment Control Stone		
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	A	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone		
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	A	AST, Concrete Pavement		
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	A	AST		
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	A	AST, Str. Concrete, Asphalt Plant Mix		
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	A	Asphalt Plant Mix, AST, Str. Conc. Weep Hole Drains		
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	A	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete		
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	A	AST		
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12 ^B	Aggregate Base Course, Aggregate Stabilization		
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0-25	-	-	0-12 ^B	Maintenance Stabilization		
Light-C weight	-	-	-	-	100	80-100	5-40	0-20	-	0-10	-	0-2.5	AST		

A. See Subarticle 1005-4(A).

B. See Subarticle 1005-4(B).

C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	28 Day Design Compressive Strength 6,000 psi or less	28 Day Design Compressive Strength greater than 6,000 psi
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

- (B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.
- (C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.
- (D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.
- (E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	120	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

RESOURCE CONSERVATION

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

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

OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United

States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

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.

EMPLOYMENT

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

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

LOCATING EXISTING UNDERGROUND UTILITIES

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

Special Provisions

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.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 72 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

FINAL INSPECTIONS

When the Contractor believes substantial completion of the contract has been achieved, a letter of Request for Final Inspection should be submitted to the Engineer.

PLANT PEST QUARANTINES

Due to plant pest quarantines in various counties in which this project may be located, the Contractor will be required to contact the local Plant Pest Control Office of the U.S. Department of Agriculture to determine if any part of this project or any area of his operations in connections therewith is within the quarantine area. If so, the Contractor shall thoroughly clean and wash all equipment that moves out of the quarantine area at any time during or after construction of the project, and shall comply with any other restrictions or regulations as required by the U.S. Department of Agriculture and the North Carolina Department of Agriculture. Review the following web site for information on quarantined counties in North Carolina: <http://www.ncagr.com/plantind/plant/entomol/ifamap.htm>

HERBICIDES

The Contractor shall submit the post-emergence herbicidal treatment and pre-emergent herbicidal treatment to be approved by the Engineer prior to use on the project. Application of approved herbicidal treatment shall be applied per the manufacturer's instructions.

FINAL ACCEPTANCE

Final acceptance will not be made before the completion of the Establishment period. Final acceptance will be made only after the satisfactory completion of all work covered by this contract. All sod shall be well-rooted, in a living and healthy condition at the time of final acceptance. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

PLANTING

All planting will be made in accordance with Section 1670 of the Standard Specifications as modified herein.

Article 1670-5. Plant Location - Delete the second and third paragraphs and substitute the following:

As directed by the engineer, the contractor shall install identification flags to designate individual plants before planting. All flagging shall conform to dimensioned locations on the plans. Any deviations from these dimensions shall be approved by the Engineer. All plant locations are subject to adjustments in the field by the Engineer. Locations are to be identified using 36" wire flags with 5" x 5" white flags - surveyors type. Plant names shall be written on the flag with a permanent marker. If the contractor chooses, different plant species may be represented by a unique color. Method of identification should be approved by the engineer prior to staking.

All trees or shrubs to be removed under this contract shall be tagged for approval by the Engineer before being cut.

Article 1670-7. Plant Bed Treatment – Insert the following paragraphs:

During the initial planting period the areas intended for the installation of the ornamental plantings will require some bed preparation. The entire bed areas will be sprayed out with post-emergence prior to tillage. The Contractor shall successfully treat bed areas with herbicide as needed until all visible, actively growing, non-desirable plant material has been eliminated from the bed areas. Clumps of vegetation either dead or alive must be removed prior to installation of ornamental plants. Appropriate measures should be taken to lay out the location for the correct installation of ornamental plants as shown on the plans. Prior to installation the State Inspector should be notified for a site review. The cost for bed preparation shall be considered in the price for ornamental plant installation. There will be no direct compensation for bed preparation. Post-emergent herbicides will be paid for as described in the Standard Specifications.

After completion of the initial planting period, pre-emergent herbicides shall be used to control warm season and winter annuals. The Contractor will apply pre-emergence herbicides to all plant beds, trees, and shrub mulch rings after mulching has been completed. Before applying, the type and rate of herbicide to be used will be approved by the engineer or the inspector. Pre-emergent herbicides will be paid for as described in the Standard Specifications.

Selective herbicides shall be used to control emerged weeds. Hoeing shall not be allowed as a means of removing weeds as it has been determined to reduce plant performance. Failure to control weeds shall result in the forfeiture of payment for “Warranty Work” in that respective cycle. No additional payment shall be made for herbicide treatment as such shall be considered incidental to the work.

Should non-selective herbicides be needed, care shall be taken to avoid contact with desirable plant material. The Contractor shall replace any desirable plant material that is damaged, to any degree, by miss-application or drift of herbicide. DOT will not participate in the cost of such replacement planting.

All pesticide applications must be made by or under the direct supervision of an individual who possesses a valid North Carolina Commercial Applicator’s license with a Right of Way endorsement. The individual(s) name and a copy of their current license(s) shall be included in the bid package. The type and rate of the pesticides to be used shall be approved by the inspector on a case by case basis with 24 hours prior notification. The inspector shall be given the opportunity to be present for all applications.

All pesticides shall be properly labeled and registered with the United States Department of Agriculture and the North Carolina Department of Agriculture. A container shall contain only the pesticide, which meets the analysis guaranteed on the label. All pesticides shall be kept in such original labeled containers until used.

Article 1670-10. Mulch for Planting. - Insert this paragraph:

Mulch used for planting and after planting will consist of approximately four (4) or two (2) inches of shredded hardwood, twice ground as per plans. **"Turn-key mulching' will not be performed on this project.** All plants will be mulched within forty-eight hours of planting. The contractor must provide a representative sample of the mulch for approval by the Engineer prior to beginning work. The mulch furnished will match the approved sample throughout the entire project. Should the mulch supply for the sample submitted be exhausted or become unavailable the contractor will submit a sample to engineer for approval from the new supply to be furnished prior to use. **No mulch will be allowed to be stored within 40 feet of any travel lane overnight.**

Article 1670-14. Establishment. - Insert these paragraphs:

All items described under 1670-14 “Establishment” will be effective. After the initial planting period, the Contractor and the Roadside Environmental Engineer (or a designated representative) will discuss the warranty work that is needed for each month on the project. The monthly warranty meetings shall be planned. A copy of a checklist will be provided to the Contractor of the work required that month (i.e. mulching, watering, weed control, plant insect control, pruning, litter pick-up, mowing, and edging, etc.).

Before replacement planting periods preliminary inspections will be held. All plants which are not in a living and healthy condition will be identified for replacement. A tree shall need replacement if 25% or more of the crown is dead, if the main leader is dead, or if an area of the plant has died leaving the character of its form compromised, lopsided, or disfigured.

Article 1670-15. Replacement Planting. - Insert this paragraph:

Replacements will be made within the intermediate contract times for replacement period or as specified by the Engineer. All replacements will be of the same size as the original plant.

Article 1670-17 Measurement and Payment - Delete this article in its entirety and insert the following:

(Plant species and size indicated in contract), Initial Planting will be measured as the actual number of plants of each species and size called for in the contract and planted by the Contractor according to the plans, and/or as directed by the Engineer during the initial planting intermediate contract time and that have been accepted by the Engineer.

(Plant species and size indicated in contract), Replacement Planting will be measured as the actual number of plants of each species and size called for in the contract and planted by the Contractor according to the plans, and/or as directed by the Engineer during the replacement planting intermediate contract times and that have been accepted by the Engineer.

Mulch for Planting, will be measured and paid for in cubic yards of mulch that is furnished during the initial planting intermediate contract time. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Load each truck to its measured capacity at the time it arrives at the site of the work. **For all mulch that is delivered, you must provide a copy of the invoice to the inspector for each load at time of delivery.**

Mulch for Replacement Planting, will be measured and paid for in cubic yards of mulch that is furnished during the replacement planting period. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Load each truck to its measured capacity at the time it arrives at the site of the work. **For all mulch that is delivered, you must provide a copy of the invoice to the inspector for each load at time of delivery.**

Water for Replacement Planting, will be measured and paid for in units of 1,000 gallon units used during the replacement planting period. Measurement of water will be made by means of an approved metering device at the source of supply, or by determining the volumetric capacity of tank trucks used to deliver water to the project and recording the number of loads delivered by each truck. **Any watering done to the project without notification will result in non-payment for that watering event.**

Monthly Warranty Work, will be the actual number of cycles of monthly warranty work done as directed and accepted by the Engineer.

Mulch for Warranty, will be measured and paid for in cubic yards of mulch that is furnished during the warranty period. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Load each truck to its measured capacity at the time it arrives at the site of the work. **For all mulch that is delivered, you must provide a copy of the invoice to the inspector for each load at time of delivery.**

Water for Warranty, will be measured and paid for in units of 1,000 gallon units used during the warranty period. Measurement of water will be made by means of an approved metering device at the source of supply, or by determining the volumetric capacity of tank trucks used to deliver water to the project and recording the number of loads delivered by each truck. **Any watering done to the project without notification will result in non-payment for that watering event.**

Payment for this item will be made for as follows:

(Plant Species and size indicated in contract), Initial Planting EA

(Plant Species and size indicated in contract), Replacement Planting	EA
Mulch for Planting	CY
Water for Planting	MG
Mulch for Replacement Planting	CY
Water for Replacement Planting	MG
Monthly Warranty Work	CYCLE
Mulch for Warranty	CY
Water for Warranty.....	MG

MULCH

Mulch for planting shall be shredded hardwood at a depth of four inches (4”) double shredded hardwood.

The contractor shall submit a 1-gallon plastic bag sample of the mulch, along with the source and contact information for approval prior to installation. All material furnished shall be consistent with the source and sample submitted. If for any reason the source or material to be furnished changes, a new sample shall be submitted for approval prior to installation.

BASIS OF PAYMENT

Initial Planting:

Payment for “(Plant Species and size indicated in contract), Initial Planting”, will be paid for at 100% of the contract unit price after the initial planting inspection and acceptance. Quantities of “Mulch for Planting”, and “Water for Planting”, will be paid for at 100% of the contract unit price after the initial planting inspection and acceptance.

Warranty Work:

Payment for “(Plant Species and size indicated in contract), Replacement Planting”, will be paid for at 100% of the contract unit prices after the replacement planting and acceptance. Payment for “Monthly Warranty Work”, “Mulch after Planting” and “Water after Planting” will be paid at 100% for any month that the warranty work is completed in an acceptable manner.

Monthly Payments:

The Contractor shall invoice the Division Roadside Environmental Engineer for the monthly warranty work, replacement plantings (if any), mulching (if any), and watering (if any), on a monthly basis during the warranty period.

Failure of the Contractor to perform at any point in the contract may be justification for (but not limited to) forfeiture of remaining payments, liquidated damages and/or disqualification from future NCDOT bidding.

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 2012, 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.

Payment will be made for the signing and traffic control item(s) that have been included in the contract. No direct payment will be made for providing other signing and traffic control item(s), as the cost of same will be considered incidental to the work being paid for under those various signing and traffic control item(s) that have been included. This shall include flagging and use of off duty police officers, if needed.

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.

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.

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 unless otherwise directed by the Engineer. Once the signs have been installed, any sign relocations requested by the Department will be compensated in accordance with Section 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Section 104-7.

No -Y- Line advance warning signage is required unless there's more than 1,000 feet of work 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.

Sign Removal

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the operations are completed. 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.

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.

Additional requirements:

A) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN 15 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN SHOULDER USING ROADWAY STANDARD DRAWING NO. 1101.04 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL OR A LANE CLOSURE IS INSTALLED.

B) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO AN UNDIVIDED FACILITY AND WITHIN 5 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING ON THE SHOULDER ADJACENT TO A DIVIDED FACILITY AND WITHIN 10 FT OF AN OPEN TRAVEL LANE, CLOSE THE NEAREST OPEN TRAVEL LANE USING ROADWAY STANDARD DRAWING NO. 1101.02 UNLESS THE WORK AREA IS PROTECTED BY BARRIER OR GUARDRAIL.

C) WHEN PERSONNEL AND/OR EQUIPMENT ARE WORKING WITHIN A LANE OF TRAVEL OF AN UNDIVIDED OR DIVIDED FACILITY, CLOSE THE LANE ACCORDING TO THE TRAFFIC CONTROL PLANS, ROADWAY STANDARD DRAWINGS, OR AS DIRECTED BY THE ENGINEER. CONDUCT THE WORK SO THAT ALL PERSONNEL AND/OR EQUIPMENT REMAIN WITHIN THE CLOSED TRAVEL LANE.

Measurement and Payment

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

LUMP SUM PAYMENT FOR TRAFFIC CONTROL

The Contractor shall maintain traffic on **all routes** during construction and shall provide, install and maintain all traffic control devices as shown in the Roadway Standard Drawings or as directed by the Engineer.

The lump sum price bid for traffic control shall include but not be limited to providing Signs (portable, stationary, barricade or detour), Truck Mounted Impact Attenuators (TMIA), Changeable Message Signs (CMS), Flashing Arrow Panel (FAP), Pilot Vehicle, Flaggers, Cones and Drums and all labor, tools, equipment and incidentals necessary to furnish, install, maintain and remove traffic control devices when no longer required.

Partial payments will be made on each payment estimate based on the following: Twenty-five (25%) percent of the contract lump sum price bid will be paid on the first monthly estimate and the remaining 75% of the contract lump sum price bid will be paid on each subsequent estimate based on the percent of the project completed.

Payment will be made under:

Pay Item

Traffic Control

Pay Unit

Lump Sum

NO MAJOR CONTRACT ITEMS

(2-19-02) (Rev 8-21-07)

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

ERRATA

(1-17-12) (Rev. 10-15-13)

Z-4

Revise the 2012 Standard Specifications as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

Page 15-4, 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”.

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.

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ _____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**North Carolina Department of Transportation
PURCHASE ORDER CONTRACT BID FORM**

Work Order: 3705.3.13

Description: ER-2973 US 1 Landscape Planting

County: WAKE

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	Cercis canadensis, Eastern Redbud, 6-8', B&B, initial planting	18	EA		
2	SP	Cornus florida, Flowering Dogwood, 5-6', #7 cont., initial planting	10	EA		
3	SP	Ilex x 'Nellie R. Stevens', Nellie R. Stevens Holly, 5-6',B&B, initial planting	216	EA		
4	SP	Juniperus virginiana, Eastern Red Cedar, 5-6',B&B, initial planting	159	EA		
5	SP	Pinus taeda, Loblolly Pine, 8-10', B&B, initial planting	58	EA		
6	SP	Prunus x yedoensis 'Yoshino', Yoshino Cherry, 6-8', #10 cont., initial planting	59	EA		
7	SP	Quercus palustris, Pin Oak, 10-12', 2-2.5" cal. B&B, initial planting	47	EA		
8	SP	Quercus shumardii, Shumard Oak, 10-12', 2-2.5" cal. B&B, initial planting	3	EA		
9	SP	Euonymous alata 'Compacta', Dwarf Burning Bush, #3 Cont, initial planting	309	EA		
10	SP	Eragrostis curvula, Weeping Lovegrass, 2 3/8"W x 3 1/4"H (in flats), initial planting	2594	EA		
11	SP	Panicum virgatum 'Dallas Blues, Dallas Blues Switch Grass, 30 - 36", #3 Cont, initial planting	99	EA		
12	SP	Eragrostis spectabilus, Purple Lovegrass, 2 3/8"W x 3 1/4"H (in Flats), initial planting	3535	EA		
13	SP	Schizachyrium scoparium 'The Blues', The Blues Little Bluestream, 2 3/8"W x 3 1/4"H (in Flats), initial planting	3535	EA		
14	SP	Sorghastrum nutans, Indian Grass, 2 3/8"W x 3 1/4"H (in Flats), initial planting	3535	EA		
15	SP	Sporobolus heterolepis, Prairie Dropseed, 2 3/8"W x 3 1/4"H (in Flats), initial planting	3535	EA		
16	SP	Cercis canadensis, Eastern Redbud, 3', #3 cont., initial planting	60	EA		
17	SP	Cornus florida, Flowering Dogwood, 3', #3 cont., initial planting	60	EA		
18	SP	Juniperus virginiana, Eastern Red Cedar, 3', #3 cont., initial planting	60	EA		
19	SP	Magnolia virginiana, Sweetbay Magnolia, 3', #3 cont., initial planting	120	EA		
20	SP	Cercis canadensis, Eastern Redbud, 6-8', B&B, replacement planting	3	EA		
21	SP	Cornus florida, Flowering Dogwood, 5-6', #7 cont, replacement planting	3	EA		
22	SP	Ilex x 'Nellie R. Stevens', Nellie R. Stevens Holly, 5-6',B&B, replacement planting	22	EA		
23	SP	Juniperus virginiana, Eastern Red Cedar, 5-6',B&B, replacement planting	16	EA		
24	SP	Prunus x yedoensis 'Yoshino', Yoshino Cherry, 6-8', #10 cont., replacement planting	8	EA		
25	SP	Quercus palustris, Pin Oak, 10-12', 2-2.5" cal. B&B, replacement planting	5	EA		
26	SP	Quercus shumardii, Shumard Oak, 10-12', 2-2.5" cal. B&B, replacement planting	2	EA		
27	SP	Euonymous alata 'Compacta', Dwarf Burning Bush, #3 Cont, replacement planting	31	EA		
28	SP	Eragrostis curvula, Weeping Lovegrass, 2 3/8"W x 3 1/4"H (in flats), replacement planting	260	EA		
29	SP	Panicum virgatum 'Dallas Blues, Dallas Blues Switch Grass, 30 - 36", #3 Cont, replacement planting	10	EA		
30	SP	Eragrostis spectabilus, Purple Lovegrass, 2 3/8"W x 3 1/4"H (in Flats), replacement planting	354	EA		
31	SP	Schizachyrium scoparium 'The Blues', The Blues Little Bluestream, 2 3/8"W x 3 1/4"H (in Flats), replacement planting	354	EA		
32	SP	Sorghastrum nutans, Indian Grass, 2 3/8"W x 3 1/4"H (in Flats), replacement planting	354	EA		
33	SP	Sporobolus heterolepis, Prairie Dropseed, 2 3/8"W x 3 1/4"H (in Flats), replacement planting	354	EA		
34	SP	Cercis canadensis, Eastern Redbud, 3', #3 cont., replacement planting	12	EA		
35	SP	Cornus florida, Flowering Dogwood, 3', #3 cont., replacement planting	12	EA		
36	SP	Juniperus virginiana, Eastern Red Cedar, 3', #3 cont., replacement planting	12	EA		

37	SP	Magnolia virginiana, Sweetbay Magnolia, 3', #3 cont., replacement planting	12	EA		
38	1670	Pre emergence Herbicidal Treatment TYPE II	6270	SY		
39	1670	Post emergence Herbicidal Treatment TYPE II	12540	SY		
40	SP	Mulch for Planting	1727	CY		
41	SP	Water for Planting	25	MG		
42	876	Rip Rap, Class B	680	TON		
43	876	Geotextile for Drainage	2600	SY		
44	1670	Pre emergence Herbicidal Treatment TYPE I	8000	SY		
45	1670	Post emergence Herbicidal Treatment TYPE I	8000	SY		
46	SP	Water for Warranty	600	MG		
47	SP	Mulch for Warranty	340	CY		
48	SP	Monthly Warranty Work	24	CYCLES		
49	SP	Water for Replacement Planting	3	MG		
50	SP	Mulch for Replacement Planting	173	CY		
51	SP	Traffic Control	1	LS		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

FEDERAL I.D. NO. _____

CONTRACTOR LICENSE NO. _____

AUTHORIZED AGENT _____

TITLE _____

SIGNATURE _____

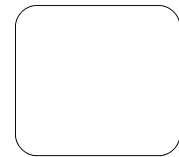
DATE _____

WITNESS _____

TITLE _____

SIGNATURE _____

DATE _____



CORPORATE SEAL

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

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

_____ Signature of Notary Public

NOTARY SEAL

of _____ County

State of _____

My Commission Expires: _____

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

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

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

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Member/Manager/Authorized Agent
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his 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 CONTRACTORS

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____ Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____ Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal and

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

_____ Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

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

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

NOTARY SEAL

Affidavit must be notarized for Line (3)

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

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

NOTARY SEAL

Affidavit must be notarized for Line (4)

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

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

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

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Individual name

Trading and doing business as _____

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF CONTRACT
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The Contractor being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 this Contract, that the Contractor has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

By submitting this Execution of Contract, Non-Collusion Affidavit and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

County: Wake

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date