

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 6

# PROPOSAL - REVISED

## ANNUAL RENEWABLE - 3 YEARS

DATE & TIME OF BID OPENING: **MARCH 15, 2017 AT 10:00 AM**

CONTRACT ID: -----

WBS ELEMENT NO.: 6.102620, 6.102640, 6.202611, 6.104320, 6.104340 & 6.204311

FEDERAL AID NO.: STATE FUNDED

COUNTIES: CUMBERLAND & HARNETT

TIP NO.: -----

LENGTH OF PROJECT: -----

ROUTE NO.: VARIOUS ROADS

TYPE OF WORK: GUARDRAIL/GUIDERAIL/FENCE INSTALLATION & MAINTENANCE

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY PROJECT.

**BID BONDS ARE NOT REQUIRED.**

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NAME OF BIDDER

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ADDRESS OF BIDDER

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NC CONTRACTOR'S LICENSE NUMBER

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NAME OF LICENSEE

**PROPOSAL****NC DEPARTMENT OF TRANSPORTATION****RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete this contract, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

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

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

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

**TRADITIONAL PAPER BIDS:**

1. Download the entire proposal from the **Connect NCDOT website** and **return the entire proposal with your bid**.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to 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. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. The Form entitled "LISTING OF DBE SUBCONTRACTORS", or "LISTING OF MBE/WBE SUBCONTRACTORS", must be filled out for Subcontractors submitting quotes for work on this contract. The Contractor shall then submit this form with the bid package.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION PROPOSALS ENGINEER'S OFFICE AT 558 GILLESPIE STREET, FAYETTEVILLE, N. C. 28301 BY 2:00 P.M., MARCH 15, 2017.**
12. **The sealed bid envelope must display the bidding Contractor's name and address on the front.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR D6D2.POC.001 – 6.102620, etc.**

**GUARDRAIL/GUIDERAIL/FENCE INSTALLATION & MAINTENANCE  
TO BE OPENED AT 2:00 PM ON WEDNESDAY, MARCH 15, 2017**

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

**N. C. DEPARTMENT OF TRANSPORTATION  
R. ALLEN WADDELL, P.E.  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302**

## PROJECT SPECIAL PROVISIONS

### GENERAL:

This contract is for Guardrail, Guiderail and Fence installation and repairs on Interstate, Primary and Secondary routes in Cumberland and Harnett County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/ influence, or national origin.

**The contractor shall coordinate all work with the Department. A pre-construction conference shall be requested by the contractor and held prior to beginning work.**

### DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

### AUTHORITY OF THE ENGINEER:

(01-30-14)

105-1

SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

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. **The District Engineer for this project is Mr. Lee R. Hines, Jr., (Richie), P.E., and can be contacted at 910-486-1496.**

### CONTRACT TIME AND LIQUIDATED DAMAGES:

**The date of availability for this project shall be the Date of Purchase Order Issue.** No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project shall be One Year from the date of Purchase Order Issuance.** No extensions will be authorized except as approved by the Engineer.

**No work may be performed on Sundays and Legal State holidays, or as directed by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.**

**Liquidated damages for this contract are Five Hundred Dollars (\$500.00) or One Thousand Dollars (\$1,000.00) per calendar day.**

In the event that the Contractor fails to respond within thirty (30) calendar days from the date of notification that routine "functional" repairs are needed, liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for routine "functional" maintenance and repair work.

In the event that the Contractor fails to respond within seven (7) calendar days from the date of notification that emergency “non-functional” repairs are needed, liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day may be charged against the Contractor for each calendar day beyond the allotted time, as stated above, which he fails to respond to the call for emergency “non-functional” maintenance and repair work.

### **FUNCTIONAL MAINTENANCE REPAIR:**

The Engineer will notify the Contractor when routine “functional” maintenance and repair of guardrail is required. When notified that routine “functional” maintenance and repair is needed, the Contractor shall respond and begin repairs on the designated section(s) within thirty (30) calendar days after notification. Compensation for responding to routine maintenance and repair of guardrail will be made at the contract bid price for “Routine Functional Maintenance and Repair Mobilization.” Functional Routine Maintenance and Repair Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of functional maintenance repair mobilization.

### **NON-FUNCTIONAL MAINTENANCE REPAIR:**

When notified by the Engineer that non-functional emergency repairs are required, the Contractor shall respond and begin repairs of the designated section(s) within seven (7) calendar days after notification. Compensation for responding to non-functional emergency call back will be made at the contract bid price for “Non-functional Emergency Call Back Mobilization.” Non-functional Emergency Call Back Mobilization will be paid for on a lump sum basis. A list of repairs will be provided to the contractor upon notification. The lump sum price agreed upon will be paid for each individual list provided by the engineer of a non-functional emergency call back.

### **BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the 2012 Standard Specifications for Roads and Structures are waived for this project. No bonds required.

### **CONTRACT PERIOD:**

(2-19-14)

SPD 01-600

This contract shall be effective for one (1) contract period (12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods with a five percent (5%) increase in prices each year.

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract. The Contractor must notify the Engineer in writing within thirty (30) days of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

The Contractor shall provide an ACORD insurance certificate showing a minimum of \$5,000,000 Liability Insurance along with proof of all other legally required insurance.

### **PROSECUTION AND PROGRESS:**

The Contractor will be required to prosecute guardrail repairs at each work site, in a continuous and uninterrupted manner from the time he begins the work until completion and acceptance of repairs. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor’s operations in writing.

In the event that The Contractor’s operations are suspended in violation of the above provisions, a sum of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be charged to the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs due to increased public hazard resulting from a suspension of work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to begin the work on time.

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

**INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:**

(2-20-07)

SP1G14A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures, narrowing lanes, detaining and/or altering the traffic flow and restoring to a two-lane, two-way traffic pattern. These provisions shall be adhered to from the beginning of the project through project completion. The District Engineer can adjust the time restrictions as necessary. The Contractor shall not close or narrow a lane of traffic during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**Monday thru Friday  
6:00 a.m. thru 9:00 a.m.  
4:00 p.m. thru 7:00 p.m.**

In addition, the Contractor shall not narrow or close a lane of traffic on **ANY STATE MAINTAINED ROUTE**, 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 **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.  
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.
11. For **NASCAR Daytona Car Races**, between the hours of **6:00 a.m.** the Friday before the week of the NASCAR Daytona Car Races to **7:00 p.m.** Monday after the week of the NASCAR Daytona Car Races.
12. For the **Daytona Bike Week**, between the hours of **6:00 a.m.** Friday the week before the week of the Daytona Bike Week to **7:00 p.m.** Monday after the week of the Daytona Bike week.
13. For the **Myrtle Beach Bike Weekend**, between the hours of **6:00 a.m.** Thursday before the week of the Myrtle Beach Bike Weekend to **7:00 p.m.** Monday after the weekend of the Myrtle Beach Bike Weekend.

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

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

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 according to the time restrictions stated above and place traffic in a two-lane, two-way pattern.

The liquidated damages for this contract time are:

**Five Hundred Dollars (\$500.00) per 15 minutes or any portion thereof.**

**POSTED WEIGHT LIMITS:**

(7-1-95) (Rev.9-15-15)

105

SP1 G24R

The Contractor's attention is directed to Article 105-15 of the *2012 Standard Specifications* and to the fact that various Primary and Secondary Roads and bridges may be 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. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev. 1-17-17)

102-15(J)

SP1 G67

**Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

*Goal Confirmation Letter* - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

*MBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

*Minority Business Enterprise (MBE)* - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.



*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

*WBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

*Women Business Enterprise (WBE)* - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

### Forms and Websites Referenced in this Provision

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project. <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. <https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE. <http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract. <http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks. <http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid. <http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only. [http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages. <http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

### MBE and WBE Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) **Minority Business Enterprises 0 %**

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) **Women Business Enterprises 0 %**

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

**Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://www.ebs.nc.gov/VendorDirectory/default.html>

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

**Listing of MBE/WBE Subcontractors**

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

- (A) *If either the MBE or WBE goal is more than zero*,
  - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
  - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
  - (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (B) *If either the MBE or WBE goal is zero*, entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

**MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through

a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

### **Banking MBE/WBE Credit**

If the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

When the apparent lowest responsive bidder fails to submit sufficient participation by WBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the WBE goal as long as there are adequate funds available from the bidder's WBE bank account.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and **5** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [DBE@ncdot.gov](mailto:DBE@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **Non-Good Faith Appeal**

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**

#### **(A) Participation**

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

## (B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

## (C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

## (D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

## (E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

## (F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

## (A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

## (B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

**MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.



**Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

**Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

**INSPECTION:**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished **including the NCSHP yellow crash tag identifying information (if present)** on a frequency to be determined by the Engineer.

**EXTENSION OF CONTRACT TIME:**

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

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

**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.

**DOMESTIC STEEL:**

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

**Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7,** replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or \$2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

**TWELVE MONTH GUARANTEE:**

(7-15-03)

108

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer’s guarantee for any period in excess of twelve months, then the manufacturer’s guarantee shall apply for that particular piece of equipment or material. The Department’s first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor’s responsibility shall be limited to the term of the manufacturer’s guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

**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)

107-1

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:

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

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

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

**LIABILITY INSURANCE:**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide 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, irrespective of whether having regularly in service fewer than three employees.

**EMPLOYMENT:**

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

**SUBLETTING OF CONTRACT:**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

**Page 1-66, Article 108-6 Subletting of Contract, line 37**, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

**Page 1-67, Article 108-6 Subletting of Contract, line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

**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.

**EQUIPMENT:**

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

**CONFORMITY WITH THE CONTRACT:**

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

**PAYMENT AND RETAINAGE:**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied **including the NCSHP yellow crash tag identifying information (if present)** and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

**The completed form DBE-IS, must be submitted with all invoices. For each site repaired, a separate material breakdown shall be provided including the sequence number, date and location of accident.**

Invoices shall be submitted to the following:

**N.C. Department of Transportation  
Division 6 – District 2  
ATTENTION: Mr. Lee R. Hines, Jr., (Richie), P.E.  
P.O. Box 1150  
Fayetteville, N.C. 28306**

**FLAGGERS:**

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and Roadway Standard Drawing 1150.01, at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

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

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

**PROJECT SPECIAL PROVISIONS****ROADWAY****NOTES TO CONTRACTOR:**

1. Contract payment and performance bonds are not required for this contract.
2. All work on Interstate 95 and Future Interstate 295 shall be performed at night. Please see Intermediate Contract Time and Liquidated Damages for time restrictions.
3. The Contractor shall not close more than one lane at a time without prior approval from the Engineer.
4. The contractor shall not close a travel lane when the work can be completed under a shoulder closure.
5. Operate equipment and conduct operations in the same direction as the flow of traffic.

**DRIVEWAYS AND PRIVATE PROPERTY:**

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

**INTERPRETATION OF QUANTITIES IN BID FORM:**

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

**Projects will become available throughout the year at various locations in Cumberland and Harnett County. The department will notify the winning bidder when work is available.**

**COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS:**

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

**PRESERVATION OF PROPERTY:**

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

**STEEL BEAM GUARDRAIL:**

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

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

Galvanized guardrail elements that have been scarred, scratched, or abraded shall be cleaned of all loose spelter coat and rust, and painted with two coats of zinc rich paint.

The Contractor shall not begin work on any section of guardrail until preparations have been made to complete the installation of the section, including posts, rail, and anchors, as a continuous operation. Once work has been initiated on a section, the work shall be prosecuted to its completion unless inclement weather or other conditions beyond the control of the Contractor interfere with the work. If the Contractor is unable to complete a section due to inclement weather or conditions beyond his control he shall take measures acceptable to the Engineer to provide warning and safety to motorists.

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

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

When guardrail installation and/or repairs are to be performed in an area where the Engineer has determined that a full lane closure is required, the Contractor shall provide a full lane closure in accordance with Std. 1101.02 of the Standard Drawings.

Compensation for providing a full lane closure will be made at the contract bid price for "Traffic Control (Full Lane Closure Multi Lane)" or "Traffic Control (Full Lane Closure Two Lane)" and will be full compensation for all work covered by this section, including but not limited to furnishing , installing ,maintaining, relocating and removing all signs, barricades, drums, cones, flashing arrow boards, message boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the maintenance and/or repair work and protect the public. Traffic Control (Full Lane Closure Multi Lane) and/or Traffic Control (Full Lane Closure Two Lane) will be paid for on a per each basis. The per each price agreed upon will be paid for each day the Contractor is required provide a full lane closure

Posts shall be replaced in kind as those removed. Intermixing of wooden and steel posts will not be allowed except for end treatments placed on guardrail with steel posts.

The Contractor shall replace damaged guardrail end units and anchor units with the current NCDOT standard application.

The guardrail anchor units to be paid for will be the actual number of units which have been completed and accepted. No separate measurement will be made of any rail, terminal sections, posts, offset blocks, concrete, hardware, or any other components of the completed unit within the pay limits as shown on the plans as all such components will be considered to be part of the unit.

All bid items listed on the bid sheet shall include all necessary incidental hardware to complete the guardrail repairs. The Contractor shall take this into consideration when submitting the bid.

The Contractor shall furnish and install Bracket Type Guardrail Delineators (crystal or yellow) and Yellow Reflective Sheeting for End Delineation as directed by the Engineer. This work shall be in accordance with Std. 1261.01, Std. 1261.02 and Std. 1262.01 of the Standard Drawings. There will be no direct payment for furnishing and installing delineators and reflective sheeting as this work shall be considered incidental to the work covered by this section. **The Contractor shall include the cost of furnishing and installing delineators and reflective sheeting in the unit bid price for the various guardrail items included in this contract.**

Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract. Any damage to adjacent shoulders, medians, paved areas, or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer. Payment shall be made as "Re-hang End Unit" listed as a contingent bid item. Additional bolts, washers, and nuts necessary to perform the "re-hang End Unit" will be paid for as "Guardrail Mounting Bolt, Washer, Nut".

**CABLE GUIDERAIL:**

Cable Guiderail shall be installed in accordance with Section 865 of the Standard Specifications and attached drawings. All concrete for cable guiderail anchor units shall be class A meeting the requirements of Section 1000 if the Standard Specifications.

The Contractor shall dismantle; remove damaged, and/or reset existing components, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All damaged guiderail and components that have been removed by the Contractor shall become property of the Contractor and shall be disposed of in a timely manner.

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

The Item "Cable Guiderail Posts" shall include the removal of damaged posts and replacing with new posts, attaching existing cable-rail, and all hardware needed to complete this work.

Posts replaced shall be of like kind as those removed.

- Quantities will be paid at unit bid price under:
- "Cable Guiderail Posts," per each,
- "Re-tensioning Cable Guiderail," per each,
- "Cable Guiderail Splices," per each,
- "Cable Guiderail Anchor Units," per each.

Payment will be full compensation for all work covered by this provision including but not limited to erecting posts, cable, miscellaneous hardware, concrete and all incidentals necessary to complete this work.

When practical, the Contractor shall reuse any functional part for repair as directed by the Engineer.

Re-tensioning of cable guiderail shall be performed in accordance with standard drawing 865.01. At the Engineer's discretion, the Contractor shall receive written approval from the Engineer or his duly authorized representative prior to re-tensioning. **The Engineer or his duly authorized representative shall be present to inspect the actual re-tensioning work. Failure of the Contractor to request and receive prior written approval for re-tensioning may result in non-payment of "Re-tensioning cable guiderail" for the location(s) in question and may require an on-site inspection and tension check by the contractor at no cost to the Department of Transportation.**

**REMOVE AND STOCKPILE EXISTING GUARDRAIL:**

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

840, 859

SP8 R55

**Description**

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

**Measurement and Payment**

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

Basis of payment:

Remove and Stockpile Existing Guardrail, per linear foot



**GUARDRAIL ANCHOR UNITS, TYPE M-350:**

(4-20-04) (Rev. 7-21-15)

862

SP08 R060

**Description**

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

**Materials**

Furnish guardrail anchor units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

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

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

**Construction Methods**

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

**Measurement and Payment**

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

Basis of payment:

Guardrail Anchor Units, Type M-350, per each.

**GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3):**

(4-20-04) (Rev. 7-21-15)

862

SP08 R065

**Description**

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

**Materials**

Furnish guardrail anchor units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit to the Engineer:

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

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

### **Construction Methods**

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

### **Measurement and Payment**

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

Basis of payment:

Guardrail Anchor Units, Type 350, per each.

### **IMPACT ATTENUATOR UNITS, TYPE 350:**

(4-20-04) (Rev. 7-21-15)

SP08 R075

### **Description**

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

### **Materials**

Furnish impact attenuator units listed on the [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal. Prior to installation the Contractor shall submit to the Engineer:

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

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

### **Construction Methods**

If the median width is 40 feet or less, the Contractor shall supply NON-GATING Impact Attenuator Units.

If the median width is greater than 40 feet, the Contractor may use GATING or NON-GATING Impact Attenuator Units.

### **Measurement and Payment**

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

Basis of payment:

1. Impact Attenuator Units, Type 350, Gated, per each
2. Impact Attenuator Units, Type 350, Non-Gated, per each

### **20" TUBULAR TRIPLE CORRUGATED STEEL BEAM GUARDRAIL:**

The item shall be installed in accordance with the following Standard Drawing titled "*DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL.*" The Contractor shall adhere to all specifics listed in the

STEEL BEAM GUARDRAIL provision for the installation of the Tubular Thrie-Beam. Post shall be incidental to the cost of the Tubular Thrie-Beam and no additional payment shall be provided for the steel post.

A separate pay item for cushion blocks is available, therefore, compensation shall be provided for each cushion block replaced. Replace only those that were damaged, or at the request of the Engineer.

Basis of payment:

20" Tubular Triple Corrugated Steel Beam Guardrail, per linear foot;  
Cushion Block, per each.

### **GUARDRAIL ANCHOR UNITS, TYPE III, MODIFIED FOR POST & BEAM RAIL:**

Furnish and install guardrail anchor units in accordance with special detail included elsewhere within this contract proposal and the applicable requirements of Section 862 of the Standard Specifications. This unit is to be used only for bridges with post and beam type rail.

Basis of payment:

Guardrail Anchor Units, Type III Modified For Post & Beam Rail, per each.

### **34-INCH X 4-INCH LINEAR DELINEATION SYSTEM PANELS:**

The Contractor is to provide 34-inch (36-inch) x 4-inch wide Linear Delineation System Panels for linear reflectorization of metal guardrails and other components. Linear delineation system panels are fabricated from reflective sheeting and are laminated onto a thin gauge aluminum and formed to a unique shape which provide retroreflection across a wide range of entrance and observation angles. The 4-inch panels are to be installed onto the guardrail in the trough (or "W") groove or as directed by the Engineer.

The Contractor shall install linear delineation system panels for day or night contrast a minimum of 18 inches between each panel into and around curves in accordance with special detail included elsewhere within this contract proposal and a maximum of 36 inches when running parallel with traffic or as directed by the Engineer. Spacing distances may vary depending upon configuration and construction of the guardrail. Where possible the Contractor shall avoid application over bolt heads and seams to ensure best possible adhesion to the guardrail surface.

When installing or re-installing the linear delineation system panel brackets directly to the guardrail surface, mark the guardrail properly for installation. Use a wire brush to clean surface dirt from application area. Lightly clean guardrail with rubbing alcohol or isopropyl alcohol. Allow alcohol to dry before application. The Contractor shall use three (3) 4-inch brackets per each panel. Use an approved adhesive system (epoxy) in order to attach the 4-inch bracket to the guardrail surface. Guardrails shall be dry, without rain in the forecast for at least eight (8) hours after the adhesive is applied for the linear delineation system installation. The Contractor shall be responsible for the durability and strength of the adhesive system used to mount the brackets and linear delineation systems to the guardrail surface.

The installation of Linear Delineation System Panels shall consist of the reflective sheeting, 3 - 4-inch aluminum brackets, adhesive systems, anchor bolts (if necessary) and other associated devices required to attach the panels to the guardrail. Re-installation of Linear Delineation System Panels shall consist of necessary adhesive systems, anchor bolts (if necessary) and other associated devices required to re-attach the panels to the guardrail.

In accordance with Section 862 of the Standard Specifications use yellow delineators in the median and on the left side of one-way ramps, loops or other one-way facilities. Use crystal delineators on the right side of divided highways, ramps, loops and all other one-way or two-way facilities. In all cases, the color of the delineator shall supplement the color of the adjacent edgelines.

No direct payment will be made for any items considered necessary for the installation/re-installation of the Linear Delineation System Panels as these items shall be considered incidental to the Linear Delineation System Panels.

### **NCDOT APPROVED TRAFFIC CONTROL DEVICE VENDOR(S)**

CAROLINA TRAFFIC DEVICES, INC.  
PO BOX 38220  
CHARLOTTE, NC 28278  
(704) 588-7899

Basis of payment:

Installation of 34-inch x 4-inch Linear Delineation System Panel, (Fluorescent White or Fluorescent Yellow) per each

### **VINYL COATED CHAIN LINK FENCE:**

#### **Chain Link Fence Metal Posts and Rails**

In accordance with Article 1050-3 of the Standard Specifications, vinyl coated posts shall be pipe posts meeting AASHTO M 181 with a fusion bonded vinyl coating at least 6 mils thick. The vinyl shall meet Section 6 of AASHTO M 181, or if a standard color not listed in AASHTO M 181 is used, the vinyl shall meet the color requirements in ASTM F934, Table 1.

#### **Chain Link Fabric**

In accordance with Article 1050-6 of the Standard Specifications, polyvinyl coated fabric shall be Type IV, Class A or B and the vinyl coating shall be a standard color meeting AASHTO M 181 or ASTM F934 Table 1.

#### **Chain Link Fence Fittings, Hardware and Accessories**

In accordance with Article 1050-7 of the Standard Specifications, vinyl coated fittings and accessories shall be galvanized steel or aluminum coated steel meeting this article and have a bonded vinyl coating. The vinyl shall meet Section 6 of AASHTO M 181 and be a standard color meeting AASHTO M 181 or ASTM F934 Table 1. The vinyl coating shall be at least 6 mils thick, except that the coating on tension wire, hog rings and tie wires shall be 6 to 10 mils thick.

### **TRAFFIC CONTROL AND WORK ZONE SAFETY:**

The contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, NCDOT Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). All traffic control devices shall meet all requirements of NCHRP 350.

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.

### **TRAFFIC CONTROL:**

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

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is three (3) mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than three (3) mph at any time, install a lane

closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of one (1) mile in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within five (5) feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* 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 five (5) feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. 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, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within fifteen (15) feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

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

1. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications*.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Provide appropriate lighting in accordance with Section 1413 of the *2012 Standard Specifications*.

Repair any pavement damage or shoulder damage due to guardrail/guiderail installation and/or maintenance prior to the departure from the work location. No direct payment will be made for this work, as it will be incidental to the guardrail/guiderail installation and/or maintenance operation.

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

Basis of payment:

1. Traffic Control (Full Lane Closure – Multi Lane), per each,
2. Traffic Control (Full Lane Closure – Two Lane), per each.
3. Traffic Control (Shoulder Closure), per each.

**CONTRACT AWARD ITEMS:**

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

- Routine Functional Maintenance and Repair Mobilization
- Emergency Non-Functional Mobilization
- Steel Beam Guardrail, Single Faced (With Steel Posts)
- Steel Beam Guardrail, Single Faced (With Weak Posts)
- Steel Beam Guardrail, Single Faced (Rail Only)
- Steel Beam Guardrail, Shop Curve (Varied Radii)
- Steel Beam Guardrail, Double Faced (With Weak Posts)
- Steel Beam Guardrail, Double Faced (Rail Only)
- Additional Guardrail Steel Posts
- Additional Guardrail Weak Posts
- Additional Guardrail Posts and Blocks (Composite)
- Guardrail Anchor Unit, Type III, Modified For Post & Beam Rail
- Guardrail Anchor Units, Type CAT-1
- Guardrail Anchor Units, Type 350
- Guardrail Anchor Units, Type M-350
- Guardrail Anchor Units, Type B-77
- Additional Cable Guiderail Posts
- Reset Existing Single Faced Guardrail
- Reset Existing Double Faced Guardrail
- Re-tensioning Cable Guiderail
- “J” Hooks for Cable Guiderail
- Structured Anchor Posts for Cable Guiderail
- Installation of 34” X 4” Linear Delineation Panel
- Additional Composite Blocks
- Woven Wire Fence – 47” Fabric
- 4” Timber Fence Posts – 7’-6’ Long
- 5” Timber Fence Posts – 8’ long
- Chain Link Fence, 60” Fabric
- Chain Link Fence, 48” Fabric
- Metal Line Posts for 60” Chain Link Fence – 8’ Long
- Metal Line Posts for 48” Fabric – 7’ Long
- Metal Terminal Posts for 60” Chain Link Fence – 8’ Long
- Metal Terminal Posts for 48” Fabric – 7’ Long
- Tie Rod – 0.375 Diameter with Turn Buckle
- Stretcher Bar Band
- Twisted Wire for Woven Wire Fence (#9 gage)
- Tension Wire for Chain Link Fence (#7 gage)
- Brace Rail for Chain Link Fence
- 3/16” x 3/4” Flat Stretcher Bar
- Traffic Control (Full Lane Closure – Multi Lane)
- Traffic Control (Full Lane Closure – Two Lane)
- Traffic Control (Shoulder Closure)

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

The quantities listed are for bidding purposes only. The actual quantities will be determined by the Engineer.

**PAVEMENT REPAIRS:**

Any pavement repairs required by work under this contract will be performed by North Carolina Department of Transportation forces.

**PLACING CONCRETE:**

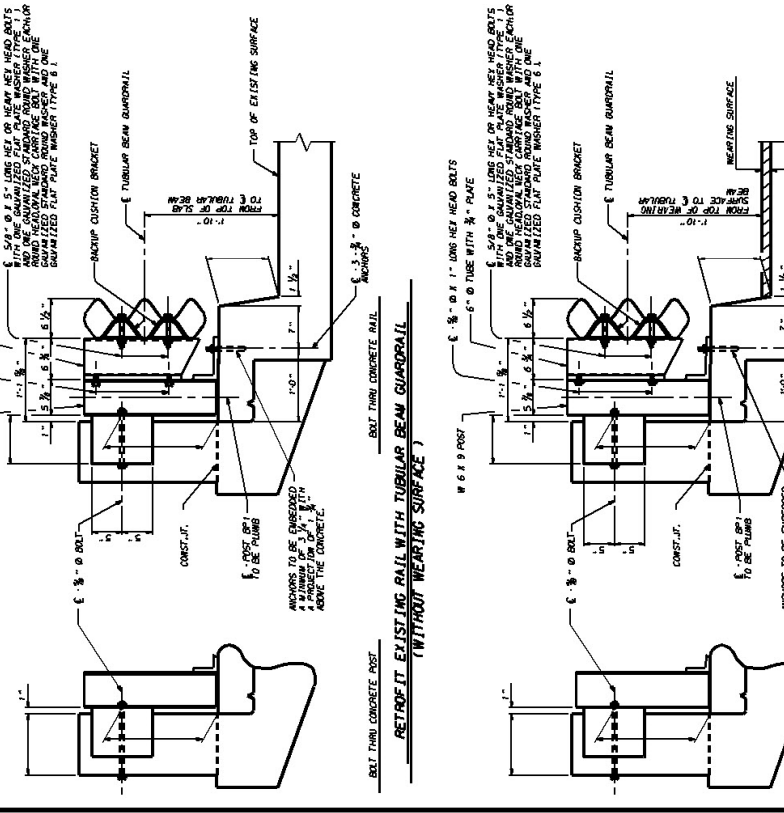
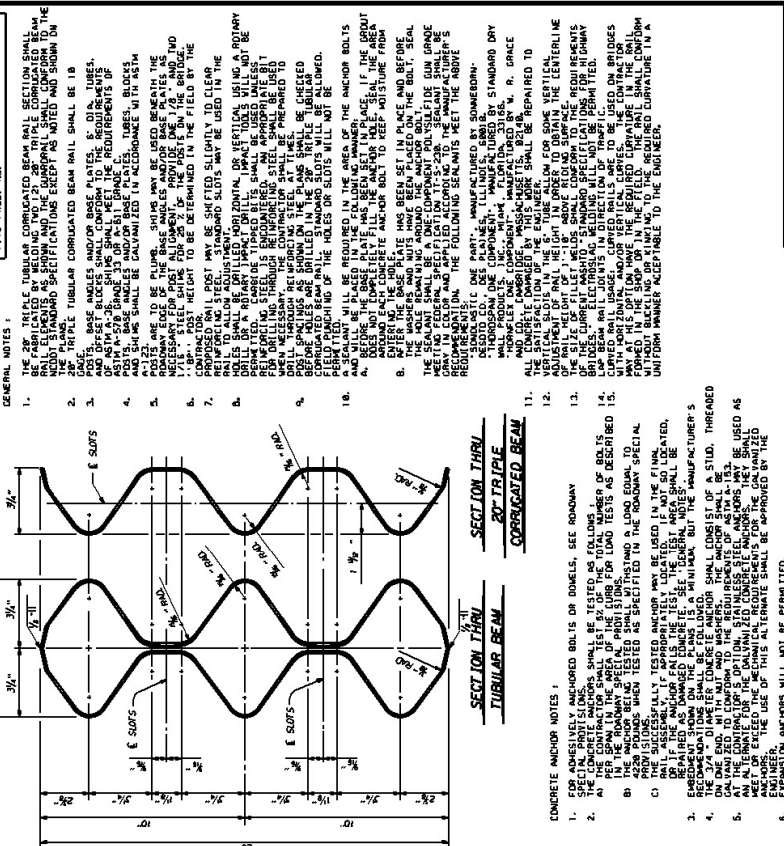
Use Class "B" concrete unless otherwise directed by the Engineer. Do not place concrete until the foundation, the adequacy of the forms, the placing of reinforcement and other embedded items have been inspected and approved. Place concrete in daylight unless an approved lighting system is provided. Remove all debris from the interior of forms in preparation for placing concrete. Moisten earth or base course surfaces on which concrete is to be placed immediately before placing concrete. Do not place concrete on excessively wet or frozen surfaces. Place concrete in its final position in the forms within the time stipulated in Subarticle 1000-4(E). Place concrete so as to avoid segregation of the materials and the displacement of the reinforcement. Thoroughly work the concrete during placement. Bring mortar against the forms to produce a smooth finish, substantially free from water and air pockets or honeycombs. Do not place concrete when the air temperature, measured at the location of the concrete operation in the shade away from artificial heat, is below 35°F unless permission is otherwise granted. When such permission is granted, uniformly heat the aggregates and water to a temperature no higher than 150°F. Place the heated concrete at a temperature of not less than 55°F and not more than 80°F. The contractor shall supply the Engineer an approved concrete mix prior to beginning construction and the appropriate documentation for testing purposes at time of construction.

Use Class B concrete unless otherwise indicated on the plans. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation.

Payment at the contract prices for the various items covered by those sections of the Specifications directly applicable to the work being constructed will be full compensation for all work covered by this section. **All concrete shall be considered incidental to the installation/maintenance of the Guardrail, Guiderail, Fence, and/or any associated appurtenances. There will be no direct payment for the work covered by this section.**

# 20" TUBULAR TRIPLE CORRUGATED STEEL BEAM BRIDGE RAIL DETAIL

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
N.C.			
F. A. PROJ. NO.			



DEPARTMENT OF TRANSPORTATION  
**DETAILS FOR RETROFIT OF EXISTING BRIDGE RAIL WITH TUBULAR BEAM GUARDRAIL**

DATE	BY	CHKD.	DATE	BY	CHKD.
SHEET NO. 3001					

- GENERAL NOTES:**
1. THE 20" TRIPLE CORRUGATED STEEL BEAM BRIDGE RAIL SECTION SHALL BE RETROFITTED AS SHOWN AND THE CONTRACTOR SHALL CONFORM TO THE MANUFACTURER'S SPECIFICATIONS EXCEPT AS NOTED AND SHOWN ON THIS DRAWING.
  2. THE 20" TRIPLE CORRUGATED STEEL BEAM BRIDGE RAIL SHALL BE 18" HIGH.
  3. THE 20" TRIPLE CORRUGATED STEEL BEAM BRIDGE RAIL SHALL BE 18" HIGH.
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- CONCRETE ANCHOR NOTES:**
1. FOR ADHESIVELY ANCHORED BOLTS OR DOMELS, SEE ROADWAY CONSTRUCTION SPECIFICATIONS.
  2. THE CONTRACTOR SHALL TEST 10% OF THE TOTAL NUMBER OF BOLTS IN THE ROADWAY SPECIFIED PROFILES.
  3. THE CONTRACTOR SHALL TEST 10% OF THE TOTAL NUMBER OF BOLTS IN THE ROADWAY SPECIFIED PROFILES.
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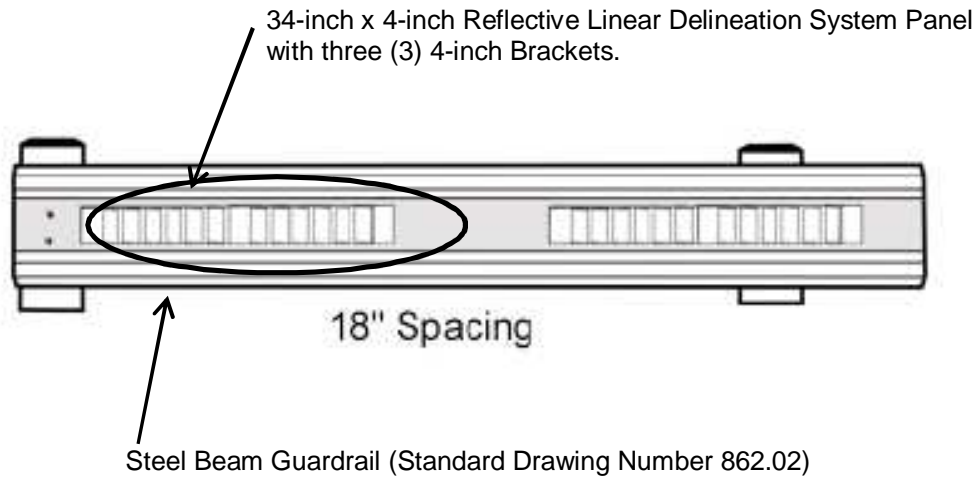
**NOTES:**

1. ALL BEAM POSTS ARE TO BE ADJUSTED AGAINST THE EXISTING CONCRETE RAIL.
2. THE CONTRACTOR SHALL TEST 10% OF THE TOTAL NUMBER OF BOLTS IN THE ROADWAY SPECIFIED PROFILES.
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DESIGNED BY	DATE	CHECKED BY	DATE
J. W. HARRIS	10/1/88	J. W. HARRIS	10/1/88
SPECIAL STANDARD			
BPI - BRP			





**34-INCH X 4-INCH LINEAR DELINEATION SYSTEM PANELS DETAIL**

18 inches spacing between each panel into and around curves and a maximum of 36 inches when running parallel with traffic or as directed by the Engineer. Spacing distances may vary depending upon configuration and construction of the guardrail.

**STANDARD SPECIAL PROVISIONS****AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:**

(5-20-08)

Z-2

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

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

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

**ERRATA:**

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

Z-4

Revise the *2012 Standard Specifications* as follows:

**Division 2**

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

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

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

**Division 3**

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

**Division 4**

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

**Division 6**

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

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

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

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

**Division 7**

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

**Division 8**

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

**Division 10**

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

**Division 12**

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

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

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

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

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

**Division 15**

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

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

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

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

**Division 17**

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

Revise the 2012 Roadway Standard Drawings as follows:

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

**PLANT AND PEST QUARANTINES:**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**MINIMUM WAGES:**

(7-21-09)

Z-5

**FEDERAL:**

The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:**

The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**AWARD OF CONTRACT:**

(6-28-77)(Rev 2/16/2015)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

**TITLE VI AND NONDISCRIMINATION**

**I. Title VI Assurance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(1) Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**(4) Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

### *Nondiscrimination Assurance*

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

### *Obligation*

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

## FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
  - The date of the alleged act of discrimination; or
  - The date when the person(s) became aware of the alleged discrimination; or
  - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
  - **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
    - Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752
    - Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
    - Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258
  - **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228
4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
  5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
  6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

#### **IV. Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

#### **ON-THE-JOB TRAINING:**

(10-16-07) (Rev. 4-21-15)

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.\

### **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.

**NAME CHANGE FOR NCDENR:**

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to "NCDENR" or "North Carolina Department of Environment and Natural Resources", replace with "NCDEQ" or "North Carolina Department of Environmental Quality" respectively, as the case may be.

**EXECUTION OF BID**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as prequalified

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
*Select appropriate title Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public  
Of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

\_\_\_\_\_ Print or type Signer's name \_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

Signature of Manager

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-32 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

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

(1) Name of Joint Venture

(2) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Contractor, Individually

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Signature of Notary Public

Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public  
Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_



**DEBARMENT CERTIFICATION**

Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

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

**\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_**

**MBE Percentage of Total Contract Bid Price \_\_\_\_\_%**

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

**WBE Percentage of Total Contract Bid Price \_\_\_\_\_%**

**\*The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.**

**\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price.**

**If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.**

**If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.**

**PAYMENT REQUEST**

WBS ELEMENT NO. \_\_\_\_\_

PARTIAL

FINAL

Bill To: NCDOT - Lee R. Hines, P.E.  
PO Box 1150, Fayetteville, NC 28302

Pay Request No. \_\_\_\_\_

Contractor's Name and Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Period from: \_\_\_\_\_ to \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_  
Purchase Order Amount: \$ \_\_\_\_\_  
Supplementals: \$ \_\_\_\_\_

FUNC CODE	LINE	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT

Total Amount to Date \$ \_\_\_\_\_  
 Less 5 % Retainage \_\_\_\_\_  
 Less Previous Payments \_\_\_\_\_  
 Less Anticip. Liq. Dam. \_\_\_\_\_  
**AMOUNT DUE THIS PAYMENT \$**  

**PAYMENTS TO DBE/MBE/WBE SUBCONTRACTORS**

Payor Fed Tax Id:	Name:	Payee Fed Tax Id:	Name:	Amount Paid

Contractor's Authorized Representative: \_\_\_\_\_

(Date)

Payment Recommended By: \_\_\_\_\_

(Date)

Page \_\_\_\_\_ of \_\_\_\_\_

# North Carolina Department of Transportation

## DIVISION CONTRACT BID FORM

**PROJECT NUMBER:** 6.102620, 6.102640, 6.202611, 6.104320, 6.104340 & 6.204311

**COUNTIES:** Cumberland & Harnett

**DESCRIPTION:** Guardrail/Guiderail/Fence Installation & Maintenance

LINE	ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	0001020000-N	SP	Routine Functional Maintenance and Repair Mobilization	10	Each		
20	0001020000-N	SP	Emergency Non-Functional Mobilization	30	Each		
30	3030000000-E	862	Steel Beam Guardrail, Single Faced (With Steel Posts)	1000	LF		
40	3030000000-E	862	Steel Beam Guardrail, Single Faced (With Weak Posts)	1000	LF		
50	3030000000-E	862	Steel Beam Guardrail, Single Faced (Rail Only)	3500	LF		
60	3045000000-E	862	Steel Beam Guardrail, Shop Curve (Varied Radii)	300	LF		
70	3060000000-E	862	Steel Beam Guardrail, Double Faced (With Weak Posts)	1500	LF		
80	3060000000-E	862	Steel Beam Guardrail, Double Faced (Rail Only)	100	LF		
90	3150000000-N	862	Additional Guardrail Steel Posts	50	Each		
100	3150000000-N	862	Additional Guardrail Weak Posts	125	Each		
110	3150000000-E	862	Additional Guardrail Posts and Blocks (Composite)	50	Each		
120	3165000000-N	SP	Guardrail Anchor Unit, Type III, Modified For Post & Beam Rail	4	Each		
130	3210000000-N	862	Guardrail Anchor Units, Type CAT-1	10	Each		
140	3270000000-N	SP	Guardrail Anchor Units, Type 350	40	Each		
150	3285000000-N	SP	Guardrail Anchor Units, Type M-350	5	Each		
160	3317000000-N	862	Guardrail Anchor Units, Type B-77	4	Each		
170	3389500000-N	865	Additional Cable Guiderail Posts	300	Each		
180	3420000000-E	SP	Reset Existing Single Faced Guardrail	600	LF		

190	3420000000-E	SP	Reset Existing Double Faced Guardrail	100	LF		
200	3435000000-N	SP	Re-tensioning Cable Guiderail	50	Each		
210	3435000000-N	SP	“J” Hooks for Cable Guiderail	150	Each		
220	3435000000-N	SP	Structure Anchor Posts for Cable Guiderail	5	Each		
230	3435000000-N	SP	Installation of 34” X 4” Linear Delineation Panel	50	Each		
240	3436000000-N	862	Additional Composite Blocks	75	Each		
250	3503000000-E	866	Woven Wire Fence – 47” Fabric	2000	LF		
260	3509000000-E	866	4” Timber Fence Posts – 7’-6” Long	100	Each		
270	3515000000-E	866	5” Timber Fence Posts – 8’ long	15	Each		
280	3533000000-E	866	Chain Link Fence, 60” Fabric	100	LF		
290	3536000000-E	866	Chain Link Fence, 48” Fabric	300	LF		
300	3539000000-E	866	Metal Line Posts for 60” Chain Link Fence – 8’ Long	5	Each		
310	3542000000-E	866	Metal Line Posts for 48” Fabric – 7’ Long	10	Each		
320	3545000000-E	866	Metal Terminal Posts for 60” Chain Link Fence – 8’ Long	5	Each		
330	3548000000-E	866	Metal Terminal Posts for 48” Fabric – 7’ Long	5	Each		
340	3579000000-N	866	Tie Rod – 0.375 Diameter with Turn Buckle	5	Each		
350	3579000000-N	866	Stretcher Bar Band	20	Each		
360	3580000000-E	866	Twisted Wire for Woven Wire Fence (#9 gage)	200	LF		
370	3580000000-E	866	Tension Wire for Chain Link Fence (#7 gage)	200	LF		
380	3580000000-E	866	Brace Rail for Chain Link Fence	50	LF		
390	3580000000-E	866	3/16” x 3/4” Flat Stretcher Bar	20	LF		
400	4600000000-N	SP	Traffic Control (Full Lane Closure – Multi Lane)	50	Each		
410	4600000000-N	SP	Traffic Control (Full Lane Closure – Two Lane)	30	Each		
420	4600000000-N	SP	Traffic Control (Shoulder Closure)	200	Each		

The Contractor shall note that the above mentioned quantities are used only for determining the low responsible bidder

**TOTAL BID FOR PROJECT:** \_\_\_\_\_

**NOTE: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract.**

**DIVISION CONTRACT BID FORM (continued)**

**CONTINGENT ITEMS**

LINE	ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
430	3000000000-N	SP	Type CAT-350 Gated Impact Attenuator Unit	1	Each		
440	3000000000-N	SP	Type CAT-350 Non-Gated Impact Attenuator Unit	1	Each		
450	3075000000-E	862	Triple Corrugated Steel Beam Guardrail	1	LF		
460	3090000000-N	862	Typical End Shoe (Std. 862.03) for Triple Corrugated Guardrail	1	Each		
470	3105000000-N	862	Terminal End Section	1	Each		
480	3105000000-N	862	Typical End Shoe (Std. 862.02) for Steel Beam Guardrail	1	Each		
490	3120000000-E	862	20" Tubular Triple Corrugated Steel Beam Guardrail	1	LF		
500	3135000000-N	862	W-TR Steel Beam Guardrail Transition Section	1	Each		
510	3150000000-N	862	Additional Guardrail Wooden Posts	1	Each		
520	3150000000-N	862	Additional Guardrail Weakened Wood Posts (6'-0")	1	Each		
530	3150000000-N	862	Thrie Beam Line Post (7'-0")	1	Each		
540	3150000000-N	862	Thrie Beam / WTR Beam Line Post (6'-0")	1	Each		
550	3150000000-N	862	Additional Guardrail Steel Posts (7'-0")	1	Each		
560	3150000000-N	862	Additional Guardrail Steel Posts (9'-0")	1	Each		
570	3195000000-N	862	Guardrail Anchor Units, Type AT-1	1	Each		
580	3215000000-N	862	Guardrail Anchor Units, Type III	1	Each		
590	3319000000-N	862	Guardrail Anchor Units, Type B-83	1	Each		

600	3345000000-E	864	Remove and Reset Existing Guardrail	1	LF		
610	3345000000-E	864	Remove and Reset Existing Double Faced Guardrail	1	LF		
620	3347000000-E	864	Remove and Reset Existing Guiderail	1	LF		
630	3360000000-E	863	Remove Existing Guardrail	1	LF		
640	3365000000-E	863	Remove Existing Guiderail	1	LF		
650	3375000000-E	SP	Remove and Stockpile Existing Guardrail	1	LF		
660	3389200000-E	865	Cable Guiderail	1	LF		
670	3389400000-E	865	Double Faced Cable Guiderail	1	LF		
680	3389600000-N	865	Cable Guiderail Anchor Units	1	Each		
690	3421000000-E	862	Guardrail with Pre-punched Holes for Cable Assembly (Rail Only)	1	LF		
700	3435000000-N	SP	Cable Guiderail Splices	1	Each		
710	3435000000-N	SP	Remove Cable Guiderail Anchor Units	1	Each		
720	3435000000-N	SP	Reset Cable Guiderail Anchor Units	1	Each		
730	3435000000-N	SP	Cable Guiderail Anchor Units Spring Cable End Assembly (Compensating)	1	Each		
740	3435000000-N	SP	Guardrail Mounting Assembly (Bolt, Washer and Nut)	1	Each		
750	3435000000-N	SP	Rehang End Unit	1	Each		
760	3436000000-N	862	Additional Wooden Blocks	1	Each		
770	3436000000-N	862	Thrie Beam / WTR Beam Offset Block - Wooden	1	Each		
780	3436000000-N	862	Breakaway Anchor Angle	1	Each		
790	3436000000-N	862	Buffer End Section (only) for CAT-1 and AT-1 Anchor Units	1	Each		
800	3436000000-N	862	Guardrail Structure Post	1	Each		
810	3436000000-N	862	5/8" Diameter X 26" Post Bolt, Nut, Washer	1	Each		

820	3436000000-N	862	5/8" Diameter X 3" Splice Bolt & Nut (For Nested W-Beam)	1	Each		
830	3436000000-N	862	Guardrail Anchor Assembly	1	Each		
840	3436000000-N	862	Cushion Block for 20" Tubular Triple Corrugated Steel Beam Guardrail	1	Each		
850	3533000000-E	866	Chain Link Fence, 60" Fabric, Vinyl Coated	10	LF		
860	3533000000-E	866	Chain Link Fence, 72" Fabric	10	LF		
870	3533000000-E	866	Chain Link Fence, 84" Fabric	10	LF		
880	3539000000-E	866	Metal Line Pipe Posts for 60" Chain Link Fence – 8' Long, Vinyl Coated	1	Each		
890	3539000000-E	866	Metal Line Posts for 72" Chain Link Fence – 9' Long	1	Each		
900	3539000000-E	866	Metal Line Posts for 84" Chain Link Fence – 10' Long	1	Each		
910	3545000000-E	866	Metal Terminal Pipe Posts for 60" Chain Link Fence – 8' Long, Vinyl Coated	1	Each		
920	3545000000-E	866	Metal Terminal Posts for 72" Chain Link Fence – 9' Long	1	Each		
930	3545000000-E	866	Metal Terminal Posts for 84" Chain Link Fence – 10' Long	1	Each		
940	3557000000-E	866	Additional Barb Wire	1	LF		
950	3559000000-E	866	4 Point Barbed Wire Fence with Posts	1	LF		
960	3566000000-E	867	Woven Wire Fence Reset	1	LF		
970	3569000000-E	867	Barbed Wire Fence Reset	1	LF		
980	3572000000-E	867	Chain Link Fence Reset	1	LF		
990	3579000000-N	866	4" x 4" Horizontal Top Brace for Woven Wire or Barbed Wire Fence	1	Each		
1000	3579000000-N	866	Tie Rod – 0.375 Diameter with Turn Buckle, Vinyl Coated	1	Each		
1010	3579000000-N	866	Stretcher Bar Band, Vinyl Coated	1	Each		
1020	3579000000-N	866	Galvanized Caps for Chain Link Posts	1	Each		
1030	3579000000-N	866	Galvanized Caps for Chain Link Pipe Posts, Vinyl Coated	1	Each		



1040	3579000000-N	866	Barbed Wire Arms	1	Each		
1050	3579000000-N	866	Top Rail for Chain Link Fence	1	Each		
1060	3579000000-N	866	Top Rail for Chain Link Fence, Vinyl Coated	1	Each		
1070	3579000000-N	866	Hog Rings, (#9 Gage) for Chain Link Fence, Vinyl Coated	1	Each		
1080	3580000000-E	866	Tension Wire for Chain Link Fence (#7 gage) , Vinyl Coated	1	LF		
1090	3580000000-E	866	Brace Rail for Chain Link Fence, Vinyl Coated	1	LF		
1100	3580000000-E	866	3/16" x 3/4" Flat Stretcher Bar, Vinyl Coated	1	LF		
1110	3595000000-E	869	Re-lapping Guardrail	1	LF		

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

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

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

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

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

Point of Contact for Post Bid Inquiries (e.g., Letters of Intent, Insurance, Bonds, Contract Execution, etc.):

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

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

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

\_\_\_\_\_  
Division Proposals Engineer

\_\_\_\_\_  
Date

**EXECUTION OF CONTRACT**

**Contract No: D6D2.POC.001**

**County: Cumberland & Harnett**

ACCEPTED BY THE DEPARTMENT

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**Proposals Engineer**

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Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

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**Proposals Engineer**

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Date

Signature Sheet (Bid) - ACCEPTANCE SHEET