

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION NINE

CONTRACT PROPOSAL

CONTRACT NUMBER: D9-POLY-12

DESCRIPTION: Installing Polyurea Pavement Markings with Highly Reflective Elements in Forsyth County.

BID OPENING: May 23, 2012 at 9:00 A.M.

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 AND PLUMBING CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

**J. Brett Abernathy, P.E., PLS Division Project Manager
North Carolina Department of Transportation
375 Silas Creek Parkway
Winston-Salem, NC 27127**

If you have any questions concerning this contract, please contact Mr. J.P. Couch, P.E. @ (336) 703-6500

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do NOT use white out.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT: 375 SILAS CREEK PARKWAY, WINSTON-SALEM, NC, 27127 BY 9:00 AM ON May 23, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

Name and Address of Company and

"D9-POLY-12 Installing Polyurea Pavement Markings with Highly Reflective Elements in Forsyth County TO BE OPENED AT 9:00 AM on May 23, 2012."

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

**J. Brett Abernathy, P.E., PLS., Project Manager
North Carolina Department of Transportation
375 Silas Creek Parkway
Winston-Salem, NC, 27127**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD SPECIAL PROVISIONS

PROJECT DESCRIPTION

This contract is for Installing Polyurea Pavement Markings with Highly Reflective Elements on I-40 and Business 40/US 421 in Forsyth County.

GENERAL

The quantities shown in the itemized proposal for the contract 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.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the 2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures, the 2012 North Carolina Department of Transportation Roadway Standards Drawings, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) and the NC Supplement to the 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.

A copy of the 2012 NCDOT Standard Specifications for Roads and Structures and 2012 NCDOT Standard Drawings can be obtained by writing to:

**North Carolina Department of Transportation
Contract Standards and Development Unit – Manual Distribution
1591 Mail Service Center
Raleigh, NC 27699-1591
Telephone (919) 707-6944**

The order form is available at <http://www.ncdot.gov.business/order/puborder.html>

OR

by following the link to the current edition of the NCDOT:

“Standard Specifications for Roads and Structures January 2012”

<http://www.ncdot.org/doh/preconstruct/ps/specifications/2012StdSpec.pdf>

and “Roadway Standard Drawings”

http://www.ncdot.org/doh/preconstruct/ps/std_draw/

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the date of the purchase order. The completion date is June 30, 2012. No extensions will be authorized except as authorized by Article 1205 of the Standard Specifications. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. No work will be permitted and no purchase order will be issued until all required prerequisite conditions and certifications have been satisfied.

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

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications. The Contractor's operations are restricted to daylight hours. Nighttime work may be allowed upon written request and approval from the Engineer. Written request must be made 72 hours in advance. Weekend work will be allowed, provided that the Contractor gives written notice 72 hours in advance of the work, and if a DOT inspector is available. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor shall not close lanes or restrict traffic between the hours of 6:30-9:00 a.m. and 4:00-6:30 p.m. on Monday thru Thursday. The Contractor shall prepare and submit to the Engineer a proposed schedule of operations prior to beginning work on this project. The schedule should indicate the proposed chronological sequence of operations and may be revised within the limits of the contract with the approval of the Engineer.

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

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

(2-20-07)

108

SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **I-40 and Business 40/US 421 in Forsyth County** during the following time restrictions, unless approved by the Engineer:

DAY AND TIME RESTRICTIONS

Monday thru Thursday

6:30am to 9:00am and 4:00pm to 6:30pm

Friday 12:00am thru Saturday 12:00am

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.

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

The liquidated damages are **Two Thousand Dollars (2,000.00)** per hour.

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

The Contractor shall not narrow or close a lane of traffic on **I-40 and Business 40/US 421 in Forsyth County**, 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:

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 **4:00pm** December 31st and **9:00am** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00am** the following Tuesday.
3. For **Easter**, between the hours of **4:00pm** Thursday and **9:00am** Monday.
4. For **Memorial Day**, between the hours of **4:00pm** Friday and **9:00am** Tuesday.
5. For **Independence Day**, between the hours of **4:00pm** the day before Independence Day and **9:00am** the day after Independence Day.

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

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

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

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

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

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

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
(DIVISIONS)

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF Subcontract Approval Form - Form required for approval to sublet the contract. http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

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. https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.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://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.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://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc>

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages. http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE Goal

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

(A) Minority Business Enterprises 0 %

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

(B) Women Business Enterprises 0 %

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

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

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.

(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.
- (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,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

One complete set and (No. of Copies) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where appropriate, breaking 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.

- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of

a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

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

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm.

The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments.

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

Failure to Meet Contract Requirements

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

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 9, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions.

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 subcontractor, 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. In addition, The foreman of each on site work crew must have attended and be certified by NCDOT in Work Zone Traffic Control Qualifications and Training, and/or comply with the requirements in place at the time of work:

<http://ncdot.org/doh/preconstruct/wztc/>

COOPERATION WITH STATE FORCES

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces or which has been completed by State Forces.

COMPENSATION

All work or items necessary to complete the work other than those listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$300,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$300,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after request from NCDOT, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

SIGNING AND TRAFFIC CONTROL

Maintain traffic in accordance with Sections 1100 & 1200 of the North Carolina Department of Transportation January 2012 Standard Specifications for Roads and Structures, and the following provisions:

Use a lane closure (refer to North Carolina Department of Transportation January 2012 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.11, 1110.02, and details for advance work zone signing in contract), or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with **no stops** that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to North Carolina Department of Transportation January 2012 Highway Design Branch Roadway Standard Drawings Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.07, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and advance work zone signing details when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal, etc. ****Properly ballasted cones may not be used instead of drums for lane closures during daylight hours. (Unless written approval is received from the Division Traffic Engineer. This option shall be considered on a 'case by case' basis.)** The stationary work zone shall be a maximum of **3 miles** 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 Specifications and the Engineer.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail herein. 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.

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.

The Contractor shall maintain traffic in accordance with Section 1101 of the Standard Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways, the attached standards and the following provisions:

The Contractor shall furnish and place all warning and directional signs and other traffic control devices required to direct, control, and protect the traveling public while marking operations are in process.

The Contractor shall maintain the existing number of lanes of traffic at all times, except that in the immediate area of placing of pavement markings the Contractor will be allowed to reduce traffic in one direction by one lane.

Whenever placing of pavement markings is not actively in progress on the main line, the Contractor shall restore the normal lanes of traffic. The Contractor shall move all equipment and materials from the shoulders and median at night. Work shall not be performed before sunrise or after sunset.

All signing and traffic control devices shall be inspected by the Traffic Services Supervisor or on site inspector at the beginning of the contract period. Any worn out signs or traffic control devices, not meeting the NC DOT standards, shall be replaced.

The Contractor shall not cross medians with equipment, except at properly designated interchanges.

Type C trailer-mounted or vehicle-mounted portable flashing arrow panels with alternate flashing directional arrows (capable of flashing either in the right or in the left direction in accordance with the MUTCD), shall be required on high speed multi-lane roads. This device shall have a minimum legibility of one mile and shall be at least 48" X 96" in size, and have a minimum of 15 panel lamps. Traffic cones may be used when necessary to provide protection of wet pavement markings. Whenever work is performed adjacent to a travel lane or a lane is closed, the construction signing shall be as required by the Engineer in conformance with the MUTCD. At the completion of each working day, all warning signs and channelizing devices shall be removed from the roadway and the roadway opened to the normal flow of traffic.

No direct payment for signing and traffic control items will be made, as it shall be considered incidental to the application of the pavement markings, and the cost of same shall be included in the unit price bid for the various items in the contract.

SAFETY VESTS

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

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.

WORKERS' COMPENSATION INSURANCE

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

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

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

Pursuant to N.C.G.S. § 97-19, all contractors/subcontractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of

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

The successful bidder shall provide Proof of insurance within fourteen (14) days upon request of NCDOT.

SUBLETTING OF CONTRACT

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

TEMPORARY SUSPENSION OF WORK

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.

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

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

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

DEFAULT OF CONTRACT

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

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.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

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. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection. Line items charges on invoices shall include "Date of Work"; "PO Line Item No."; "Location of Work", including 'City/ County' and 'Route' (at-from-to); "Detailed Description of Work", including but not limited to: 'Man-hours' and or 'Materials'. Failure to properly list all requested information on the invoice will result in payments being delayed.

All invoices submitted for payment must include the DBE/MB/WB/HUB Subcontract Certification Form (FORMRS-1-D) as attached or at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>

Failure to submit with invoice may result in non-payment.

EXAMPLE INVOICE

P.O. NO. :	123456789	COUNTY :	COUNTY NAME			
DATE WORK PERFORMED	PO LINE ITEM #	Route	QUANTITY	UNIT	COST PER UNIT	AMOUNT
01/01/01	1	US 52	1000	LF	\$. \$\$	\$\$\$.\$\$
01/01/01	11	S 311	5000	LF	\$. \$\$	\$\$\$.\$\$
01/01/01	15	US 421	8000	LF	\$. \$\$	\$\$\$.\$\$
					Total	\$\$\$.\$\$

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:

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

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

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

EMPLOYMENT

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

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

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

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

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

OUTSOURCING OUTSIDE OF THE USA

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

RG150

All work on consultant contracts, services, 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.

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. 5-15-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

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

Division 12

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

Division 15

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

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

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

Division 17

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

Revise the 2012 Roadway Standard Drawings as follows:

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

PROJECT SPECIAL PROVISIONS

NCDOT STANDARD DRAWINGS

It shall be the responsibility of the contractor to adhere to the all NCDOT requirements. These include, but not limited to; proper Work Zone Signing, proper use of Personal Protective Equipment, proper Installation of Pavement Markings.

A copy of the NCDOT Standard Drawings is available online at:

http://www.ncdot.org/doh/preconstruct/ps/std_draw/

Paper copies are available upon request.

PRECONSTRUCTION CONFERENCE

Immediately after receipt of notice of award, the Division Engineer and the Contractor will establish a mutually agreeable date on which the preconstruction conference will be held. The Contractor's project superintendent and other individuals representing the Contractor who are knowledgeable of the Contractor's proposed progress schedule or who will be in charge of major items of the work shall attend the preconstruction conference.

PAVEMENT MARKINGS GENERAL DESCRIPTION

The work covered by this Special Provision consists of marking the pavement surface with pavement markings to direct and control the movement of traffic and shall consist of tracing existing pavement markings or placing new marking at locations premarked by State Forces. Marking shall be done with polyurea as specified herein. The markings shall be of the color, length, thickness, and width as specified, or as directed by the Engineer. The Contractor shall furnish all materials, services, labor, and equipment necessary for the required pavement preparation and pavement marking installation. Sufficient personnel experienced in the handling and application of the materials shall be provided to assure the work is done properly.

PAVEMENT MARKING GENERAL REQUIREMENTS

Have at least one member of every pavement marking crew working on a project certified through the NCDOT Pavement Marking Technician Certification Process. For more information contact the Work Zone Traffic Control Unit of the North Carolina Department of Transportation at 919-773-2800 or

<http://www.ncdot.org/doh/preconstruct/wztc/>

MATERIALS

All materials will be provided by the Contractor. The Contractor shall be responsible for any and all cleaning agents and the disposal of such. The Contractor shall use only NCDOT approved materials. All materials shall be approved prior to beginning any work, which constitutes part of this contract. No extensions in contract time will be granted for delays caused by difficulties encountered from the use of this type of material.

PAVEMENT MARKING OBSERVATION PERIOD

Following completion of all work required to be completed, there will be a 180-day observation period for the pavement markings before final acceptance. Pavement markings that fail to meet all requirements of this contract during the observation period shall be removed and replaced at no expense to the Department. The Contractor shall replace all pavement markings failing the requirements of this specification within thirty (30) days following notification by the Engineer of such failing. All replacement pavement markings shall meet all requirements of this contract for a minimum of one hundred eighty (180) calendar days after installation. Marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to surface cleaning, etc. During the 180-day observation periods, the pavement markings installed under this contract shall be warranted by the Contractor against failures such as discoloration, chipping, spalling, poor adhesion, and loss of reflectivity, caused by the effects of improper cleaning, application methods, or application equipment.

DISPOSAL OF MATERIALS

The contractor will be responsible for the proper disposal of all packaging material such as cardboard, bead bags, etc. at an approved landfill. The Contractor will not be allowed to leave amounts of fines or materials produced by grinding along the roadway. All excess materials will be removed and disposed of in an approved landfill.

CONSTRUCTION METHODS

- A. **General:** All polyurea shall be installed in accordance with the manufacturer's installation instructions, unless otherwise specified herein. All surface preparations including surface cleaning and surface pretreatment shall be done by the Contractor in accordance with the manufacturer's recommendations, subject to the approval of the Engineer.
- B. **Premarking Requirements:** The Contractor shall premark each installation of pavement marking materials prior to application, except when existing markings are visible. The premarking shall be a guide in placing the pavement markings. Placement of the pavement marking materials shall not be performed until the premarking has been inspected and approved by the Engineer.
- C. **Lateral Deviation Requirements:** Lines shall be of the length and longitudinal placement as shown in the typical drawings. The Contractor shall provide sufficient control points to serve as guides for application of markings. The markings shall be straight or of uniform curvature and shall conform uniformly with tangents, curves, and transitions. The finished lines shall be free from waviness. In judging waviness, the lateral deviation of the finished lines shall not exceed 1/2 inch from the proposed location alignment at any point. Any greater deviation may be sufficient cause for requiring the Contractor to remove and correct such markings at no cost to the Department.
- D. **Maintenance:** Pavement markings installed by the Contractor which deteriorate, or which fail to adhere to the pavement, or which lack reflectorization, shall be replaced by the Contractor at no cost to the Department. Pavement markings to be replaced shall be as determined by the Engineer.
- E. **Pavement Marking Paint Application and Equipment Requirement:** All pavement markings shall be applied in accordance with Section 1205, of the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006.

SECTION 1205

PAVEMENT MARKING GENERAL REQUIREMENTS

1205-1 DESCRIPTION

Furnish, install and remove pavement markings in accordance with the contract.

1205-2 MATERIALS

(A) General

Refer to Division 10:

Item Section

Pavement Markings 1087

(B) Material Qualifications

Use pavement markings, which are on the Department's Approved Products List or are traffic qualified by the Traffic Control Unit.

(C) Historical Performance

Historical performance of the pavement marking material will be used in determining future use of the material by the Department, even if the material has been traffic qualified. Poor past or poor current performance of pavement marking materials at any site, whether or not related to a specific contract may be grounds for non acceptance of a product on any project under contract.

1205-3 CONSTRUCTION METHODS

Do not use handliners or any other non-truck mounted pavement marking machine to install pavement markings for long line applications of any one line longer than 1000 feet.

(A) Testing Procedures

All pavement marking materials and placement will be tested according to Materials and Test Unit Testing Procedure PM 1.0 as shown in the *NCDOT Construction Manual*. Install pavement markings in order to meet the retroreflectivity requirements as measured by an LTL 2000, LTL-X or Department approved mobile retroreflectometer.

(B) Application Equipment

(1) General for all Application Equipment

Use pavement marking application equipment such that all parts that come in contact with pavement marking material are constructed for easy accessibility during cleaning and maintenance. Keep the marking guns of the application device in full view of the operators at all times. Use applicators that are mobile and maneuverable to the extent that straight lines can be followed and all standard curves can be made in true arcs.

(2) Glass Bead/Element Dispensing Equipment

Apply drop-on beads/elements to the surface of pavement long line markings using an automatic high pressurized bead dispenser or a pressurized mechanical feed, attached to the marking equipment. Hand liner type equipment is exempt from this requirement. Locate the bead/element applicator at the proper distance behind the application of pavement marking material to provide the proper amount of retroreflectivity. Equip the bead applicator with an automatic cut-off control synchronized with the cut-off control of the marking material. Spread the beads/elements uniformly over the entire surface of the pavement marking material such that they are partially embedded in the pavement marking. A 60% bead/element embedment depth provides optimum retroreflectivity.

(C) Weather Limitations and Seasonal Limitations for all markings

Do not place pavement markings when moisture tests conducted on the pavement show signs of moisture presence on the pavement, or it is anticipated that damage causing moisture may occur during the installation and drying periods. See Section 12 of the *Construction Manual* for details.

(D) Time Limitations for Replacement

Multi-lane roadways (3 or more lanes) and ramps	Center Line, Lane Line, Railroad symbols, & school symbols	By the end of each workday's operation if the lane is opened to traffic (temporary paint may be used)
	Edge Lines, gore lines & all other symbols	By the end of the 3rd calendar day after obliteration
Two-lane two-way roadways	All centerline markings, Railroad & school symbols	By the end of the 5th calendar day after obliteration
	Edge Lines, & all other symbols	By the end of the 15th calendar day after obliteration

A Multilane Facility is defined as any roadway having more than two lanes to include a two-lane / two-way roadway with a center two-way left turn lane.

(E) Premarking

Premark each installation of pavement marking materials prior to application on new pavement and when required to replace pavement marking, except when existing markings are visible. Use premarking to guide in the placement of pavement markings. Get the premarking inspected and approved before placing the pavement marking materials. Review and record the existing pavement markings prior to resurfacing and reestablish the new pavement markings using the record of existing markings in conjunction with the Standard Drawings, unless otherwise directed. In order to assure compliance with this specification, submit a pavement marking plan 7 calendar days before any pavement marking is placed.

(F) Surface Preparation and Curing Compound Removal

Prepare the pavement to accept pavement markings to insure maximum possible adhesion. Clean, seal and remove curing compound as necessary to insure that the markings adhere to the pavement. Obtain approval for all surface preparation methods prior to implementing. Pavements shall be free of grease, oil, mud, dust, dirt, grass, loose gravel and other deleterious material, prior to applying pavement markings. Prepare the pavement surface, including removal of curing compound, a minimum of 2" wider than the pavement markings to be placed, such that, an additional 1" of prepared area is on all sides of the pavement markings after they are applied. Remove all curing compound and surface laitance on Portland cement concrete pavements where long-life pavement markings will be placed. Perform curing compound removal by high-pressure water or shot blasting methods. Ensure that the surface is free of all residue, laitance and debris prior to applying the pavement marking. When surface preparation and curing compound removal operations are completed, blow the pavement

surface clean by compressed air to remove residue or debris. Curing compound removal will be paid for at the applicable contract unit price. All other surface preparation will be considered incidental to the work covered by this specification. If required, apply a primer sealer to pavement surfaces before applying pavement marking material as recommended by the manufacturer. Apply primer sealer in a continuous film in such a way as to not cause any noticeable change in the appearance of the pavement markings. Submit a sample of the primer sealer to the Engineer, prior to application. Conduct all pavement surface preparation including curing compound removal in such a manner that the pavement or joint material is not damaged or left in a condition that will mislead or misdirect the motorist. Repair any damage caused to the pavement, or joint materials caused by surface preparation or the removal of curing compound by acceptable methods and at no additional cost to the Department. Where pavement surface preparation results in obscuring existing pavement markings of a lane occupied by traffic, immediately remove the residue, including dust, by approved methods.

(G) Application of Pavement Markings

(1) General for all types of Pavement Markings

Install pavement marking material that has a uniform thickness, a smooth surfaced cross section throughout its entire length, width and length not less than the dimensions specified in the plans and that does not exceed the dimension by more than 1/2". Do not apply pavement marking materials over a longitudinal joint. See Standard Drawing No. 1205.01 sheet 2 of 2 for details. Install pavement marking lines that are straight or have uniform curvature and conform with the tangents, curves, and transitions as specified in the plans. Produce finished lines that have well defined edges and are free of horizontal fluctuations. Do not exceed 1/2" in lateral deviation from the proposed location alignment at any point. Any greater deviations may be cause for requiring the material to be removed and replaced at no additional cost. Apply all longitudinal pavement marking lines 8" or less in width with one pass of the pavement marking equipment. Pavement marking lines greater than 8" in width and pavement marking symbols may be applied with multiple passes of the pavement marking equipment. The stem portion of straight arrows shall be applied in a single pass and the stem portion of turn arrows is to be applied in a maximum of 2 passes of the application equipment. Arrowheads may be applied by multiple passes of the application equipment, not to exceed three passes. Install all pavement marking lines, characters, and symbols that require multiple passes of the application equipment such that there are no gaps separating the application passes. Install characters and symbols so that they conform to the sizes and shapes shown in the plans. Use pavement marking material that is capable of accepting an overlay of compatible material. Protect the pavement markings until they are track free. Remove any markings tracked by a vehicle by acceptable methods and at no additional expense to the Department. Reapply any molten pavement marking that is crossed by a vehicle. Payment will only be made for 1 application of molten pavement marking. Remove all pavement marking materials spilled on the road surface by acceptable methods at no additional expense to the Department. Use yellow, white, and black pavement markings, without drop-on glass beads, that visually match the color chips that correspond to the Federal Test Standard Number 595a for the following colors. Use markings that when subjected to accelerated weathering as described in U.S. Federal Specification No. (TT-P-115F) are within the tolerance limits of the color chips listed below:

WHITE: Color 17886

YELLOW: Color 13538

BLACK: Color 37038

(2) Glass Bead/Element Application

Drop-On: Method where glass beads are dispensed by a pressurized mechanical feed or high pressure means onto the pavement marking as it is applied to the pavement. Drop-On bead dispensing for symbols and characters may be accomplished by gravitational methods such as handscattering.

(3) Maintenance

See *Construction Manual*, Section 12, for details.

(H) Observation Period

Maintain responsibility for the pavement markings for a 180-day observation period beginning upon the satisfactory completion of all work required in the plans. Guarantee the markings under the payment and performance bond in accordance with Article 105-17. Have traffic operating on the facility during the entire **180 day** observation period unless otherwise directed. During the **180 day** observation period provide pavement marking material that shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, gasoline drippings, spilling, poor adhesion to the pavement materials, loss of reflectivity, vehicular damage, or normal wear. Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the **180 day** observation.

(I) Removal of Pavement Markings

This work includes the removal of all types of pavement marking lines, symbols, and characters including removal for long life marking preparation. This work does not include removal of removable tape pavement markings. Remove pavement marking lines, characters, and symbols by acceptable methods to the Engineer that will not materially or structurally damage the surface or the texture of the pavement. Leave the pavement surface in a condition that will not mislead or misdirect the motorist. Where existing pavement markings are to be removed and replaced by other pavement markings, do not begin removal until adequate provisions have been made to complete the installation of the replacement markings. Remove pavement markings such that the surface is in proper condition for adequate bonding of the new markings. Promptly remove any material deposited on the pavement as a result of removing pavement markings as the work progresses by acceptable methods. Provide the equipment necessary to control dust and the accumulation of debris resulting from the removal process. The removal equipment shall provide dust control and the capture of the removed material shall be done utilizing a separate vacuum equipped vehicle or other approved system. Perform the recovery process within the same operation as the removal. Do not let traffic use the lane where the removal is taking place until the recovery system is finished. Should the recovery system fail, cease removal operations until the recovery system is properly operating. The Contractor is responsible for all cleanup and proper disposal of all removed debris from the project site. When using a grinding method for pavement removal, the equipment shall have multiple heads working in tandem to provide adequate preparation of the surface to accept the new marking material. Do not apply polyurea pavement markings over existing pavement marking materials having less adherence than the polyurea. Application over existing pavement marking materials other than polyurea will require the existing pavement marking material to be removed, so that a minimum of 85 percent of the existing pavement marking is removed. However, if pavement is less than 6 months old and one 15 mils application of paint was placed on the pavement initially, do not remove the existing paint pavement markings.

(J) Pavement Marking Installer Qualifications

Have at least one member of every pavement marking crew certified through the NCDOT Pavement Marking Technician Certification Process. Keep the certification current throughout the life of the project. The certified crewmember is not required to be the same person throughout the life of the contract.

1205-5 POLYUREA

(A) Weather Limitations

Do not apply polyurea pavement markings on existing or new pavements unless the ambient air temperature of the pavement is 40°F or higher.

(B) Application

Produce polyurea pavement marking lines that have a minimum dry thickness of 20 mils when placed on concrete and asphalt pavements. Using the polyurea application equipment, apply the pavement marking materials simultaneously. Apply the polyurea resin, mixed at the proper ratio according to the manufacturer's recommendations, to the pavement surfaces within the proper application temperatures as determined by the material manufacturer. Inject reflective glass beads/elements into the molten (liquid) polyurea pavement markings. Wait a minimum of 15 days before applying polyurea on new asphalt. Place a thin layer of pavement marking paint at the proper width prior to applying the polyurea markings during the 15 day waiting period. Apply the thin layer of pavement marking paint and beads at the rate necessary to produce a dry film thickness of 5-8 mils. Apply drop on beads at a rate of 1 – 3 pounds per gallon of paint. Direct payment for the pavement marking paint will not be made. Cover any such thin layer of paint with polyurea pavement marking within 30 calendar days of placement. Apply glass beads/highly reflective elements according to manufacturer's recommendations. At the time of installation, maintain the retroreflective values shown below for a minimum of 30 days from the time of placement of marking material.

Standard Glass Beads

White 375 mcd/lux/m²

Yellow 250 mcd/lux/m²

Highly Reflective Elements

White: 800 mcd/lux/m²

Yellow: 500 mcd/lux/m²

Produce marking that, upon curing, is uniformly reflectorized and has the ability to resist deformation caused by traffic throughout its entire length. The Contractor shall be certified by the manufacturer of the polyurea pavement marking material to install the manufacturer's material. Provide at least one member of each crew that completed this training. Furnish the Engineer written confirmation of the training from the material manufacturer prior to beginning work. Have the manufacturer's technical representative, or a manufacturer's certified representative, onsite during the entire installation of the product. Provide a manufacturer's technical representative that is knowledgeable and familiar with the Contractor's application equipment prior to the installation of the polyuria pavement markings.

(C) Observation Period

Retroreflective measurements will be taken within 30 days prior to the end of the 180 day observation period. Maintain minimum retroreflective values shown below throughout the 180 day observation period from the time of placement of the marking material.

Standard Glass Beads

White: 325 mcd/lux/m²

Yellow: 200 mcd/lux/m²

Highly Reflective Elements

White: 700 mcd/lux/m²

Yellow: 400 mcd/lux/m²

If polyurea with highly reflective elements is snowplowed during the 180 day observation period, the polyurea pavement marking materials shall meet the following minimum retroreflective values:

White: 375 mcd/lux/m²

Yellow: 250 mcd/lux/m²

Removal of Pavement Markings: Pavement marking lines and symbols shall be removed by methods acceptable to the Engineer that will not materially or structurally damage the surface or texture of the pavement. The Contractor shall repair any damage to the pavement, pavement joint materials, or the pavement surface caused by the removal of existing pavement markings by methods acceptable by the Engineer at no additional cost to the Department. The pavement surface shall be left in a condition that will not mislead or misdirect the motorist.

Where existing pavement markings are to be removed and replaced by other pavement markings, removal shall not begin until adequate provisions have been made to complete the installation of thereplacement markings. Pavement markings shall be removed in such order that the markings remaining in place at any time will not be in a pattern that will mislead or misdirect the motorists.

The markings shall be removed so that the surface is in proper condition for adequate bonding of the new markings. Any material deposited on the pavement as a result of removing pavement markings shall be promptly removed as the work progresses by methods acceptable to the Engineer. When these operations are completed, the pavement surface shall be blown clean by compressed air to remove residue and debris.

Clean the Worksite: The Contractor shall clean the site of debris which results from installing the pavement markings. At the end of each workday, the site shall be cleaned and cleared. The Contractor will haul away any waste material to an approved public landfill.

METHOD OF MEASUREMENT

The quantity of pavement marking lines to be paid for will be the actual number of linear feet of pavement marking lines which have been satisfactorily placed and accepted by the Engineer. The quantity of solid line shall be the summation of linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines shall be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines in place. Removal of pavement marking lines is incidental to the work.

PROSECUTION AND PROGRESS

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

BASIS OF PAYMENT

The quantity of pavement marking lines, measured as provided above, will be paid for at the contract unit price per linear foot for "Pavement Marking Lines (type)". Such prices and payment will be full compensation for all work covered by these provision including but not limited to removing and replacing pavement markings that fail during the 30-day Observation Period.

BASIS OF AWARD

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the bid proposal form for the following quantities:

ITEM	DESCRIPTION	ESTIMATED QTY.	UNIT
1	* Pavement Marking Lines (6")	350,000	LF
2	* Pavement Marking Lines (12")	28,000	LF

LF = Linear Feet

* Surface preparation, including line removal, is incidental to this work. Hi-visibility elements will be used for this project.

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

REQUESTS FOR QUOTATION WERE SENT TO THE FOLLOWING

ROADMARK CORPORATION
320 Muldee St.
Durham, NC 27703-2332
919-596-5005

DENVILLE LINE PAINTING, INC.
2 Green Pond Rd.
Rockaway, NJ 07866-2002
973-625-1010

OGLESBY CONSTRUCTION INC.
1600 Toledo Rd.
Norwalk, OH 44857
419-668-0418

Association of General Contractors (EMAIL)

Mr. Thomas Burt (EMAIL)
NCDOT

Mr. Michael McKoy (EMAIL)
NCDOT
State Contractor Utilization Engineer

Ms. Tami Gabriel (EMAIL)
NCDOT
Civil Rights Office

Mr. Reginald McNeill (EMAIL)
NCDOT
Civil Rights Office

Division 9 Web Page:
<http://www.ncdot.org/doh/operations/division9/div9bid.html>

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

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the
_____ 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

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

Witness's Signature

Signature of
Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the
____ 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
JOINT VENTURE (2) or (3)**

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____ Address as prequalified
By _____

Signature of Witness or Attest		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
By _____

Signature of Witness or Attest		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
By _____

Signature of Witness or Attest		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

NOTARY SEAL

Subscribed and sworn to before me this the
____ 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

NOTARY SEAL

Subscribed and sworn to before me this the

____ day of _____, 20____

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Forsyth COUNTY

Who Ever Company

NAME OF BIDDER

LISTING OF MB & WB SUBCONTRACTORS

FIRM NAME AND ADDRESS	MB or WB	LINE ITEM NO. (Do Not Enter Range)	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (\$)	TOTAL PRICE (\$) (Dollars Committed/Line Item)
Xyz Truck Hauling Company 0000 Somewhere Street Winston-Salem, NC 27103 Mr/Ms XYZ (336) 222-3333	WB	3	Xyz Trucks Hauling Material Tandem Triaxle	\$65/hr \$68/hr \$75/hr	\$7,000.00
Xyz Company 0000 Pending Street Salisbury, NC 11111 Mr/Ms XYZ (704)444-6666	WB	5	XYZ Performing Same Type Of LF Work	\$50/LF	\$1,000.00
ABC Company 0000 Somewhere Street Lexington, NC 27292 Mr/Ms XYZ (336)555-6666	MB	7	ABC Structure Adjustment Concrete Asphalt	\$500/EA	\$12,000.00
CDF Company 0000 Somewhere Street Mocksville, NC 27103 Mr/Ms XYZ (336)333-4444	MB	15	CDF Whatever Material	\$85/TN	\$4,000.00

WB Percentage of "Total" Contract Bid Price: _____ **Example: Total Contract Bid Price \$400,000.00**

2%

Total Dollar Committed for WB Subcontractor: _____

\$8,000.00 (\$400,000.00 x 2%)

MB Percentage of "Total" Contract Bid Price: _____

4%

Total Dollar Committed for MB Subcontractor: _____

\$16,000.00 (\$400,000.00 x 2%)

This form shall be included with bid submittal. Failure to complete will result in nonresponsive bid and shall be rejected.

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice

Firm Invoice No. Reference 1231
 NCDOT PO / Contract Number 360001234
 WBS No. (State Project No.) 40491
 Date of Invoice 12/11/2007
 Signed John Doe

EXAMPLE

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax ID	Subcontractor/ Subconsultant Material Supplier Name	Subcontractor/ Subconsultant Material Supplier Federal Tax ID	Amount Paid To Subcontractor/ Subconsultant Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant Material Supplier This Invoice
Example 1						
1	ABC Trucking	123-45-5722	ABC Company	987-65-4321	\$ 7,000.00	11/16/2007
2	DEF Company	456-78-9123	DEF Paving	789-12-3456	\$ 1,000.00	11/17,2007

If no Subcontractor/Subconsultant participation, please submit form as shown below in Example 2

Example 2

N/A					\$ 0.00	
					Example 1	Example 2
Total Amount Paid To Subcontractor Firms					<u>\$ 8,000.00</u>	<u>\$ 0.00</u>

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

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

Signature John Doe Title Owner
 Print Name John Doe Date 12/11/2007

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice

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

Invoice Line Item Reference	Payer Name	Payer Federal Tax ID	Subcontractor/ Subconsultant Material Supplier Name	Subcontractor/ Subconsultant Material Supplier Federal Tax ID	Amount Paid To Subcontractor/ Subconsultant Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant Material Supplier This Invoice

Total Amount Paid To Subcontractor Firms \$ _____

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

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

Signature _____ Title _____
 Print Name _____ Date _____

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- BUSINESS DESIGNATION: [] INDIVIDUAL (use Social Security No.) [] SOLE PROPRIETOR (use SS No. or Fed ID No.)
[] CORPORATION (use Federal ID No.) [] PARTNERSHIP (use Federal ID No.)
[] ESTATE/TRUST (use Federal ID no.) [] STATE OR LOCAL GOVT. (use Federal ID No.)
[] OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ (Social Security #)

OR

FED. EMPLOYER IDENTIFICATION NO. _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? ([] Prefer Not To Answer, [] African American, [] Native American, [] Caucasian American, [] Asian American, [] Hispanic American, [] Asian-Indian American, [] Other: _____)

What is your firm's gender? ([] Prefer Not to Answer, [] Male, [] Female) Disabled-Owned Business? ([] Prefer Not to Answer, [] Yes, [] No)

IRS Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

NAME (Print or Type) _____

TITLE (Print or Type) _____

SIGNATURE _____

DATE _____

PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

Subcontract Approval Form (Form SAF)

1. Complete the "Subcontractor Approval Form" (Form SAF) for the Subcontractor and 2nd Tier Subcontractor on one form. Additional items of work can be entered on the "Subcontractor Approval Form Attachment". If there is more than one 2nd Tier Subcontractor, it should be listed on the Subcontract Approval Form - Additional 2nd Tier" (SAF-1 Additional 2nd Tier).
2. If retainage is being withheld for the Subcontractor or 2nd Tier Subcontractor a place an "X" in the box to the right of "RETAINAGE."
3. When the proposed Subcontractor or 2nd Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of the appropriate designation. When the proposed Subcontractor is not a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of "NONE." One of the four spaces shall be marked with an "X".
4. When a Subcontractor is to perform all the work involved in the contract item, then the unit price for the subcontracted item must be the same as the contract unit price. When only a **portion** of the quantity of an item is to be sublet, the item should be indicated by the symbol (*). The physical limits of the sublet quantity shall be identified. The unit price for the item of work shall be the same as the Department's contract unit price.
Portion of an item - the Subcontractor performs all work associated with the item, but only performs the work for a part of the contract quantity. (Example: Grading from Station 225+00-L- to end of project.)
5. When only a **partial** amount of the work for an item is to be sublet, the unit price may be less than the contract unit price and the item should be indicated by the symbol (*). The part of the contract item to be performed by the Subcontractor shall be identified.
Partial item of work - the Subcontractor performs part of the work associated with the contract item. (Example: Trucking Subcontractor hauling asphalt or incidental stone.)
6. The negotiated Subcontract Unit Price or lump sum price must be the actual price agreed upon between the Contractor and the Subcontractor. In the event the subcontract unit of measure differs from that in the Department's contract, the unit of measure shown on the Subcontract Approval Form shall be the same as those shown in the Department's contract. Any conversions necessary to satisfy this requirement shall be the responsibility of the Contractor. The Converted Price (CP) shall be denoted with an asterisk (*). (Examples of converting units of measure can be found in the **HICAMS User Guide, Chapter 2, Section 8A. Use the following link to view the examples.**)
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/UserGuide/index_User_Guide.html
7. The Total Subcontract Amount is the Subcontract Unit Price multiplied by the Quantity.
8. The Subcontract Total is the amount of the subcontract. This total is calculated by summing the Total Subcontract Amount of the line items listed for the Subcontractor. Any items listed on the Attachment sheet for the Subcontractor is also included in the Subcontract Total. The line items for the 2nd Tier Subcontractor are not included.
9. When any items requested to be sublet have been previously included in an approved subcontract, the following statement shall be included above the listing of these items: "The following items are being deleted from "Subcontract Request Number _____."
10. The Contractor, Subcontractor, and 2nd Tier Subcontractor (when applicable) shall sign the original Subcontract Approval Form and the Contractor shall submit the form to the Resident Engineer.



SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____ Subcontract Request Number: _____
WBS Element: _____ T.I.P. No.: _____ County: _____

APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:

Subcontractor Name and Address _____ Retainage DBE MBE WBE NONE
Vendor No. _____
2nd Tier Subcontractor Name and Address _____ Retainage DBE MBE WBE NONE
Vendor No. _____

Line Code Number	Item Description	(*) or (*) 2 nd Tier	Sub or 2 nd Tier	Quantity	Unit	CP #	Contract Unit Price	Subcontract Unit Price	Total Subcontract Amount
								Subcontract Total:	

Indicates a Portion of the Item (*) Indicates a Partial Item (◊)

SUBCONTRACT CERTIFICATION (applies only to Federal projects)
The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2nd tier subcontract in its entirety.

APPROVED:

Contractor: Signature: _____ Title: _____	_____	Resident Engineer	_____	Date
Subcontractor: Signature: _____ Title: _____	_____	Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.		
2 nd Tier Subcontractor: Signature: _____ Title: _____	_____			Date



SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____ Subcontract Request Number: _____
 WBS Element _____ T.I.P. No.: _____ County: _____

APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:

1st Tier Subcontractor Name and Address _____ Retainage DBE MBE WBE NONE
 Vendor No. _____

2nd Tier Subcontractor Name and Address _____ Retainage DBE MBE WBE NONE
 Vendor No. _____

Line Code Number	Item Description	Sub or or 2 nd Tier		Quantity	Unit	CP *	Contract Unit Price	Subcontract Unit Price	Total Subcontract Amount
		(*)	(*)						

Indicates a Portion of the Item (*) Indicates a Partial Item (+)

SUBCONTRACT CERTIFICATION (applies only to Federal projects)
 The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2nd tier subcontract in its entirety.

Contractor: Signature: _____ Title: _____	Date: _____
APPROVED:	
Resident Engineer _____	
Date: _____	
Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.	
Subcontractor: Signature: _____ Title: _____	Date: _____
2 nd Tier Subcontractor: Signature: _____ Title: _____	Date: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

CONTRACT NUMBER: _____ SUBJECT LOCATION: _____

CONTRACT:

NAME OF BIDDER:

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

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

Contract Number: **D9-POLY-12**

INSTALLING POLYUREA PAVEMENT MARKINGS WITH HIGHLY REFLECTIVE ELEMENTS IN FORSYTH COUNTY.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	* Pavement Marking Lines (6")	350,000	LF		
2	* Pavement Marking Lines (12")	28,000	LF		

** Quantities shown are estimates only. Actual contract amounts may vary. High visibility elements are to be used. Surface preparation, including line removal, is incidental to this work.*

TOTAL BID FOR PROJECT:

CONTRACTOR _____
ADDRESS _____

Federal Identification Number _____	Contractor's License Number _____
Authorized Agent _____	Title _____
Signature _____	Date _____
Witness _____	Title _____
Signature _____	Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)