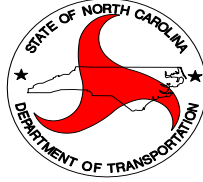


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE

ROADSIDE ENVIRONMENTAL

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

CONTRACT #: 11252500

WBS ELEMENT: VARIOUS

COUNTIES: BERTIE & HERTFORD

**DESCRIPTION: PLANT BED MAINTENANCE AND MOWING AROUND
ORNAMENTAL PLANT BEDS IN DISTRICT TWO, BERTIE AND HERTFORD
COUNTIES**

DATE: JULY 9, 2013

BID OPENING: JULY 31, 2013

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: N. C. DEPARTMENT OF TRANSPORTATION
Attn. Barry Hobbs, PE
Division Project Manager
113 Airport Drive
Suite 100
Edenton, NC 27932

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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 form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL! RETURN ENTIRE PROPOSAL.**
2. All entries on the bid form, 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. *****Unit prices must be limited to TWO decimal places.*****
4. An amount bid shall be entered on the bid form 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 form.
5. The total amount bid shall be written in figures in the proper place on the bid form. 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" or similar product to make corrections.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
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 FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIV. ONE OFFICE, 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON, WEDNESDAY, JULY 31, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR 11252500 - PLANT BED MAINTENANCE AND MOWING AROUND ORNAMENTAL PLANT BEDS IN DISTRICT TWO, BERTIE AND HERTFORD COUNTIES, TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, JULY 31, 2013
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
Attn: Barry Hobbs, PE
113 Airport Drive, Suite 100
Edenton, NC 27932**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102, (excluding section 102-10) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD PROVISIONS

GENERAL

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

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

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT

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

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible for award of this project.

Per G.S. 136-28.10, a NC General Contractor's license may be waived for SBE contracts. For this project, the NC General Contractor's license will be waived.

BIDS

In accordance with GS 136-28.10, if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

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 Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2012.

WORKERS COMPENSATION INSURANCE

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

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 of Article 108-9 of Standard Specification.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project.

BANKRUPTCY

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

PARTIAL PAYMENT

Invoices may be submitted on a monthly basis or an interval approved by the Engineer, for payment of the services rendered. All invoice items and unit costs shall correspond to contract pay items as they appear on the Purchase Order. The Engineer shall verify the quantities submitted on the invoice prior to payment. In the event of errors or discrepancies in the quantities or unit costs, the Invoices should be submitted to:

**N.C. Department of Transportation
Roadside Environmental Office
Attn: Pat Mansfield
427 Ocean Hwy North
Hertford, NC 27944**

Invoices must be electronically scanned and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments, each invoice should have a unique Invoice Number, i.e. 1,2,3...In addition, the invoice should be positively identified and associated with the Purchase Order including the **Contract Number and the County the work was completed in** on the invoice.

AWARD OF CONTRACT

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

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

INSPECTION

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

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the *2012 Standard Specifications* and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the *2012 Standard Specifications*. Material which is not properly certified will not be accepted.

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

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Division 16 of the Standard Specifications, and in locations directed by the Engineer or his representative.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

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

CONTRACT BID QUANTITIES

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

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

Contractor's pricing shall be based on the estimated quantity. The estimated amount is submitted to assist contractors in the bidding process. Estimated quantity is not to be regarded as the actual requirement. The State shall not be obligated to purchase any specific quantity.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract
- Selection of the Engineer's firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

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

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

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

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

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.

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

CONTRACTOR CLAIM SUBMITTAL FORM

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

SPECIAL PROVISIONS

NOTE TO CONTRACTOR

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the *2012 Standard Specifications*.

DESCRIPTION OF WORK

This project is for plant bed maintenance and mowing around ornamental plant beds on the right of way in Bertie and Hertford counties, near or in the towns of Windsor, Ahoskie, and Winton.

This proposal is subject to the *2012 Standard Specifications for Roads and Structures*. Specifically, but not limited to, Section 1060 - Landscape Development Materials, and Section 1670 – Planting.

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

All prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:

Date: Thursday, July 18, 2013

Time: 9:00AM

Place: NCDOT REU Office, Ahoskie, NC

Location: 1130 Modlin Road, Ahoskie, NC 27910

County: Hertford

Telephone: NCDOT Office, Ahoskie - (252) 332-6300

NOTE: The Mandatory Pre-Bid Conference will begin promptly at 9:00 AM. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid. Pre-Bid Conference proceedings will be tape recorded.

CONTRACT TIME AND LIQUIDATED DAMAGES

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this project is the date the Purchase Order is issued.

The completion date for this contract is December 31, 2013.

The Contractor shall submit his/her bid for one year. At the option of the Department, this contract may be extended for two (2) additional one (1) year periods (maximum three (3) Years total). The unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. **The Engineer will notify the Contractor in writing by December 1st if the contract may be extended. The Contractor must notify the Engineer in writing by December 15th of this acceptance or rejection of this offer.** Failure on the part of the Contractor to reply will be perceived as a rejection of the contract extension.

The liquidated damages for this contract are **One Hundred Dollars (\$100.00)** per calendar day and are applicable to all intermediate completion dates.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required of a Routine Cycle of complete plant bed maintenance and mowing.

The date of availability for this intermediate contract time will be the date the Engineer directs the Contractor to begin each Routine Cycle.

For Routine Cycles, the completion date for this intermediate contract time will be the date which is 21 consecutive calendar days after and including the date the Engineer directs the work to begin.

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

INTERMEDIATE CONTRACT TIME #2 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required of the Clean-Up Cycle of complete plant bed maintenance and mowing.

The date of availability for this intermediate contract time will be the date the Engineer directs the Contractor to begin the Clean-Up Cycle.

The completion date for this intermediate contract time will be the date which is 60 consecutive calendar days after and including the date the Engineer directs the work to begin.

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

Note:

Estimated beginning date for the Clean-Up Cycle will be November 1. This date is an estimate only. Actual beginning date for this cycle will be determined by the Engineer.

INTERMEDIATE CONTRACT TIME #3 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required of pesticide application, replacement planting, fertilization, pruning and deadheading on demand, as directed by the Engineer, throughout the contract time.

The date of availability for pesticide application, replacement planting, fertilization, pruning and deadheading on demand shall be the date the Contractor is notified by the Engineer to begin the work. Contractor shall begin the work within 14 days of notification.

The completion date for this intermediate contract time will be the date which is 45 consecutive calendar days after and including the date the Engineer directs the work to begin.

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

Note:

Estimated beginning date for fertilization will be April 15th. Estimated beginning date for deadheading daylilies will be August 1st. Estimated beginning date for Fall pre-emergent herbicide application will be September 1st. These dates are estimates only. Actual beginning dates for this work will be determined by the Engineer.

INTERMEDIATE CONTRACT TIME #4 AND LIQUIDATED DAMAGES

(2-20-07)

108

SP1 G14 B

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **12 Noon** December 31st and **7:30 AM** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:30 AM** the following Tuesday.
3. For **Easter**, between the hours of **5:00 PM** Thursday and **7:30 AM** Monday.
4. For **Memorial Day**, between the hours of **12 Noon** Friday and **7:30 AM** Tuesday.
5. For **Independence Day**, between the hours of **12 Noon** the day before Independence Day and **7:30 AM** the day after Independence Day.
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **12 Noon** the Thursday before Independence Day and **7:30 AM** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **12 Noon** Friday and **7:30 AM** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4:30 PM** Tuesday and **7:30 AM** Monday.
8. For **Christmas**, between the hours of **4:30 PM** the Friday before the week of Christmas Day and **7:30 AM** the following Tuesday after the week of Christmas Day.
9. For **Weekends**, between the hours of **4:30 PM** Friday and **7:30 AM** the following Monday.

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.

ELIGIBILITY TO BID

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

Only bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

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

1. The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative/supervisory** authority over the work to be performed under this contract.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over

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. No work may be performed on Saturdays, Sundays and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

TEMPORARY SUSPENSION OF 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
4. The Contractor's failure to perform any provisions of the contract.

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

PROSECUTION OF WORK

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

108

SP1 G15R

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.

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

SCOPE OF WORK

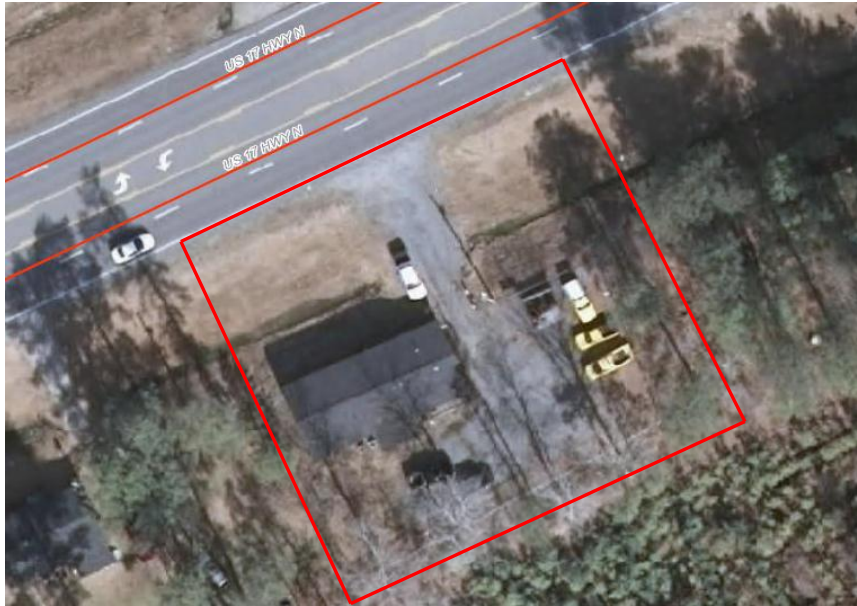
1. Existing bed areas are to be kept in a well-maintained grass, weed, and litter-free state.
2. Litter pick-up shall be performed on all areas prior to mowing. Litter pick-up will be considered incidental to each cycle. No additional compensation will be made for litter pick-up.
3. When mowing around plant bed areas and trees, Contractor shall take care not to throw grass clippings into plant beds and tree rings. Contractor shall take care not to disturb plant beds or tree rings with mowing equipment. Areas that cannot be mowed shall be trimmed with a string trimmer or other suitable device. Should the Contractor throw grass clippings into plant beds, streets and curb and gutter sections, tree rings, and/or on sidewalks, or if damage occurs, the Contractor shall remove grass clippings by raking, sweeping or blowing, and repair damage to the plant beds and/or tree rings, and plants, restoring them to their original state without additional compensation for such work. Contractor shall edge curb and gutter sections and sidewalks that are within the mowing pattern during each cycle to remove vegetation growing in cracks or overhanging the structure. Small vegetation growing in cracks of sidewalks may be sprayed with a non-selective herbicide.

4. All bed areas shall be treated with a post-emergence herbicide during the first Routine Cycle to effectively eliminate all unwanted vegetation. Follow-up applications of post-emergent herbicides in subsequent Cycles may be necessary to eliminate unwanted vegetation. Contractor shall apply a pre-emergence herbicide on all newly mulched areas. All bed areas shall be treated with a pre-emergent herbicide to control winter weeds. The Contractor will be required to control insects and diseases found in plants at the direction of the Engineer. The Engineer will notify the Contractor of needed pesticide work one week prior to the beginning of the next scheduled Cycle. The Contractor shall complete the required pesticide application during that Cycle. Rate and type of pesticides shall be approved by the Engineer prior to use. All pesticide applications shall be made by or in the presence of an individual who possesses a valid NC Ground Pesticide Applicators License with a Right of Way (H) endorsement. Contractor will be required to replace any desirable plant material to which any measure of damage is done as a result of misapplication of pesticide by the Contractor or his/her personnel. All replacement plants shall be of the same type and size as the original plant. Such planting shall be done at the direction of the Engineer, within a prescribed time frame. Pesticide and/or replacement planting work not completed within the specified timeframes will be subject to liquidated damages. Pesticide applications will be considered incidental to the respective Cycle. No additional compensation will be made for pesticide applications. NCDOT forces will apply a Spring pre-emergent herbicide treatment to all bed areas between February 15 and March 31.
5. All plant material shall be fertilized according to individual plant requirements with a complete analysis, slow release fertilizer. If mulch is to be applied, Contractor shall apply fertilizer prior to mulch application. Fertilizer work not completed within the specified timeframe(s) will be subject to liquidated damages. Fertilizer Rate and analysis at time of application shall be approved by the Engineer. Fertilizer applications will be considered incidental to the respective Cycle. No additional compensation will be made for fertilizer applications.
6. Pruning of trees, shrubs, and perennials and deadheading of dried flower stalks on daylilies will be done at the direction of the Engineer. Pruning shall be performed as directed by the Engineer. The Contractor will be responsible for cleanup and disposing of all debris after pruning. Removal of suckers 6" long and greater, on Crape Myrtle trees will be performed during each Cycle as needed. Care shall be taken when removing suckers to avoid damage to adjacent bark on the Crape Myrtle. After a killing frost and during the Clean-Up Cycle, Daylilies and Canna Lily stalks shall be mowed. If, however, during the growing season Canna Lily leaf rollers were not adequately controlled, all Canna Lily stalks shall be cut and removed from the site. Pruning, deadheading and mowing work not completed within the specified timeframes will be subject to liquidated damages.
7. Contractor will not be permitted to perform mowing operations without also performing plant bed maintenance operations. The Contractor will receive no compensation for any cycle in which both plant bed maintenance and mowing are not performed in one continuous cycle.
8. Mowing height shall be between 2" and 4".

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

LOCATIONS

1. Bertie County, Merry Hill, along US17 – QMS Lab, 2/10 mile east of Jamestown Road, Mow and Maintain grounds from edge of pavement on US17 to chain link fence, and mow all areas inside chain link fence. On the outside of the chain link fence, mow and maintain 6' from the fence. Keep fence clear of vegetation.



2. Bertie County, Windsor, along US13/17 & NC 308 - Cashie River Bridge, Tree planting, US 17 Business- From NC 308, both sides of the roadway, southwesterly for approximately .80 miles to the end of planting area, maintain trees and mow entire right of way. **Mulched area is 272 square yards**



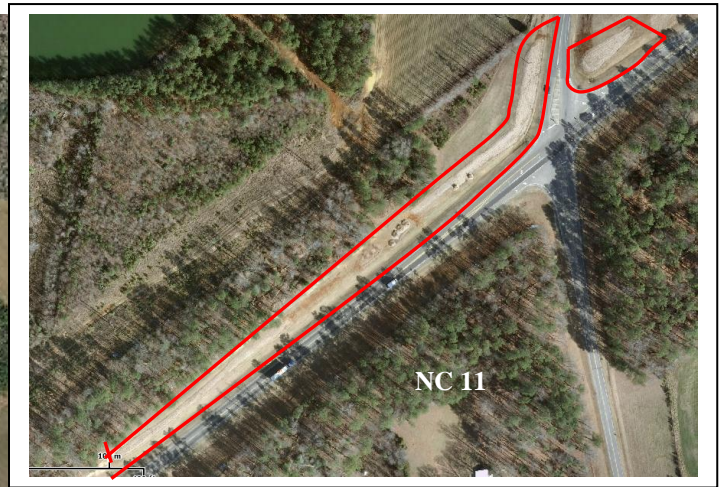
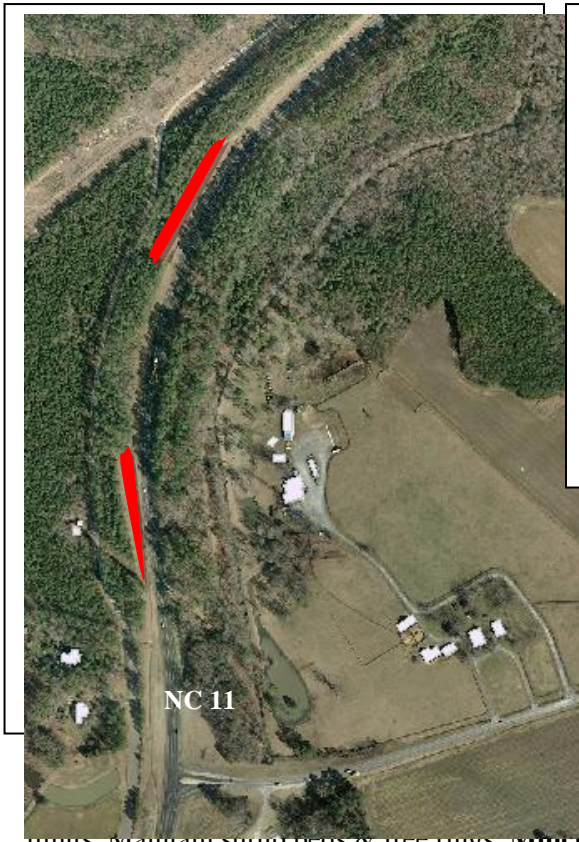
- 3. Bertie County, Beunavista, Near Windsor, along US13 at the intersection of SR 1304, Askewville Road, maintain shrubs and perennials in the bed and mow from the edge of pavement to 5' behind the back of planting bed and 30' beyond the ends of the bed. **Mulched area is 160 square yards.**



- 4. Hertford County, Near Aulander, along NC11 Bypass at the intersection of the north end of NC11 Business, mow and maintain daylily bed. Mow from the edge of pavement to the fence line at the backside of the bed, and in a line even with the fence in both directions back to the pavement. **Mulched area is 356 square yards.**



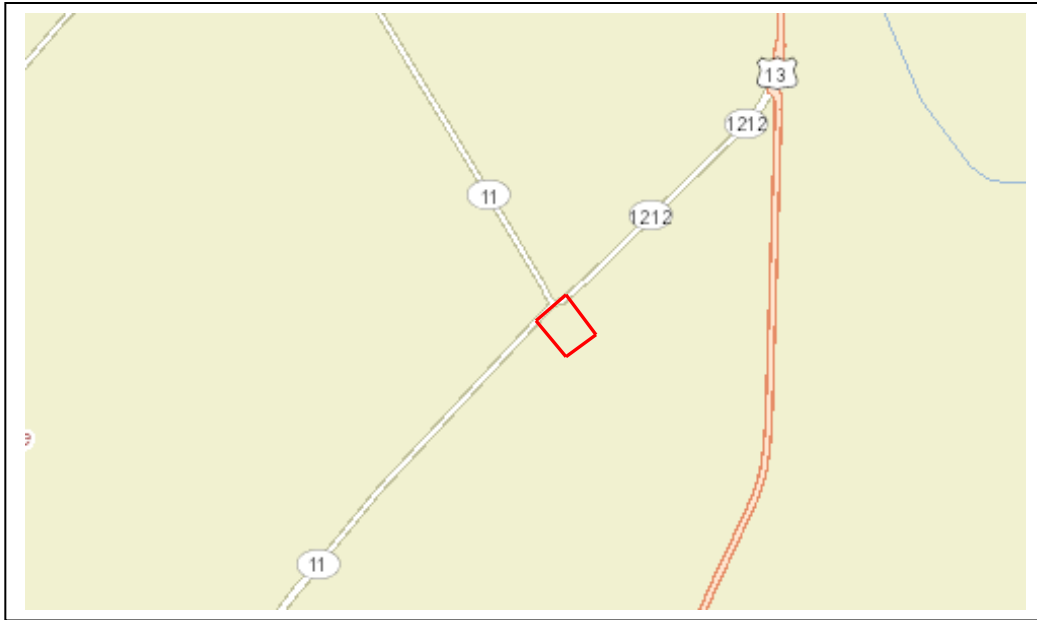
- 5. Hertford County, Ahoskie, along NC11 near the intersection of NC42 & at the intersection of NC 11 & SR1108 Fire Tower Road, mow & maintain “Daylily Hill” & “Canna Lily Hill”. At Day Lily Hill, mow from the edge of pavement to the tree line behind beds, and 50’ beyond ends of beds. At Canna Lily Hill, mow from the edge of pavement to 20’ beyond the back edge of plant beds & 50’ beyond ends of beds. **Mulched area of “Daylily Hill” is 2,148 square yards. Mulched area of “Canna Lily Hill” is 1,185 square yards.**



- 6. Along NC42, mow from edge of pavement on NC 42 to property limits. Maintain shrub beds & tree rings. **Mulched area is approximately 620 square yards.**



- 7. Hertford County, Near Union on NC11 at the intersection of NC11 and SR1212, mow and maintain daylily/shrub mound. Mow from 15' behind the bed to the bottom of the ditch on each side of the bed and out to the edge of pavement on NC11. **Mulched area is 275 square yards.**



- 8. Hertford County, Near Beechwood Country Club, along NC11 at the intersection of SR1108 maintain plant beds and trees and mow from the edge of pavement to the right of way limits and 50' beyond the ends of the beds. **Mulched area is 1,185 square yards.**



9. Hertford County, Winton - Entrance planting, Shrubs/Trees, US 13 - At intersection of SR 1457 (Old US 13), Northeast quadrant, maintain plant bed and mow from edge of pavement to tree line of entire quadrant. **Mulched area is 354 square yards.**



EXTENSION OF CONTRACT

Upon mutual agreement by the Department of Transportation and the Contractor, and upon notification, this contract may be extended for two (2) additional calendar year mowing periods. Total amount bid will be increased by 3% for each extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. If the term of the contract is extended, the date of availability in succeeding years will be January 1, 2014 and January 1, 2015.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the 2012 Standard specifications as follows:

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

RESOURCE CONSERVATION

(5-21-13)

104-13

SP1 G118

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

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

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

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

TRAFFIC CONTROL

(01-17-12) (Rev. 4-16-13)

RWZ-1

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

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

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 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 *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

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

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

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

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

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

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
2. Coordinate the installation of items required by the contract documents and resurfacing operations such that these operations are completed in the order as agreed upon with the Engineer at the first pre-construction meeting. Refer to the Provisions, Typicals and Details unless otherwise directed by the Engineer.
3. Once the Contractor has started work at a location, the Contractor should prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance unless determined otherwise by the Engineer.
4. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures.
5. Mainline pavement shall not be left milled, unmarked or uneven at the end of a paving season.
6. Contractor shall mill and pave lanes in an order such that water shall not accumulate.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to the existing asphalt wearing surface on the bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

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

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are available during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as agreed upon with the Engineer. Place the transverse joint on the ramp at the terminal point of the gore unless the ramp is being resurfaced beyond this limit.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Article 1101-14 of the *2012 Standard Specifications* using suitable backfill material approved by the Engineer.

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

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in accordance with the *2012 Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

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

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

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

WORK ZONE SIGNING

(01-17-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

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

All work zone signs may be portable.

EQUIPMENT REQUIREMENTS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified in the Project Special Provisions under Description of Work. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Mowers shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the equipment wheels are to remain off the travel way during mowing operations.

DRIVEWAYS AND PRIVATE PROPERTY

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

LITTERING ON PROJECT

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws.

PROTECTION AND RESTORATION OF PROPERTY

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

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

GENERAL CONDITIONS

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

The quantity of plant bed maintenance and mowing work to be paid for will be the individual Routine or Clean Up Cycles of plant bed maintenance and mowing work done as directed by the Engineer, and accepted by the Engineer, as called for in the contract.

The quantity of mulch to be paid for during the contract will be the actual number of cubic yards of mulch furnished and placed around plants according to the plans, specifications, and/or as directed by the Engineer, as called for in the contract. Mulch will be measured prior to placing. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size, which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Each truck shall be loaded to at least its measured capacity at the time it arrives at the site of work.

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

Payment will be made under:

Pay Item	Pay Unit
Routine Plant Bed Maintenance & Mowing	Cycle
Clean-Up Plant Bed Maintenance & Mowing	Cycle
Shredded Hardwood Bark Mulch	Cubic Yard

ACCEPTANCE

Acceptance will be made only after the satisfactory completion of all required work in the subject cycle. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

OUTSOURCING OUTSIDE THE USA

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

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

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

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

LOCATING EXISTING UNDERGROUND UTILITIES

(3-20-12)

105

SP1 G115

Revise the 2012 *Standard Specifications* as follows:

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

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

PLANT AND PEST QUARANTINES
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

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 if not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE:

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

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

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

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

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

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

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

ERRATA

(1-17-12) (Rev. 9-18-12)

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

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

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

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

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

Division 15

Page 15-6, 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".

END

**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

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF 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 venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) Name of Joint Venture

(2) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

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

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Contract No: 11252500

Counties: Bertie & Hertford

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Signature Sheet 7 (Bid - Acceptance by Department)

North Carolina Department of Transportation BID FORM

WBS ELEMENTS: VARIOUS

DESCRIPTION: PLANT BED MAINTENANCE AND MOWING AROUND ORNAMENTAL PLANT BEDS IN DISTRICT TWO, BERTIE AND HERTFORD COUNTIES.

LINE	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	ROUTINE CYCLE PLANT BED MAINTENANCE AND MOWING (BERTIE COUNTY)	10	CYCLE		
2	SP	ROUTINE CYCLE PLANT BED MAINTENANCE AND MOWING (HERTFORD COUNTY)	10	CYCLE		
3	SP	ROUTINE CYCLE PLANT BED MAINTENANCE AND MOWING (DISTRICT. 2 OFFICE)	25	CYCLE		
4	SP	CLEAN UP CYCLE PLANT BED MAINTENANCE AND MOWING (BERTIE COUNTY)	1	CYCLE		
5	SP	CLEAN UP CYCLE PLANT BED MAINTENANCE AND MOWING (HERTFORD COUNTY)	1	CYCLE		

*****Unit Prices need to be limited to TWO decimal places*****

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

TOTAL BID FOR PROJECT: \$ _____

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 _____
DATE