

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 1

PROPOSAL

DATE AND TIME OF BID OPENING: NOVEMBER 19, 2014 AT 2:00 PM

CONTRACT ID: 11438707

WBS ELEMENT NO.: VARIOUS

COUNTY: DARE

ROUTE NO.: VARIOUS

**LOCATION: FROM SOUTH OF OREGON INLET BRIDGE TO HATTERAS
FERRY DOCK**

TYPE OF WORK: MAINTENANCE CONTRACT

NOTICE:

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

THIS IS A DIVISION LET PROJECT.

BID BOND NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 11438707 IN DARE COUNTY, NORTH CAROLINA
DATE: OCTOBER 28, 2014
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **11438707**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **11438707** in **Dare County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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AND DEBARMENT CERTIFICATION 65****BID FORM 74****MOWING LOG**

INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
 - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **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 ONE ENGINEER'S OFFICE AT 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, NOVEMBER 19, 2014.**
11. The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR 11438707 - CONTRACT MAINTENANCE ALONG NCDOT SYSTEM ROUTES FROM SOUTH OF THE (HERBERT C. BONNER BRIDGE) ON NC 12 OVER OREGON INLET TO THE HATTERAS FERRY TERMINAL TO BE OPENED AT 2 P.M. ON WEDNESDAY, NOVEMBER 19, 2014
12. 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
DIVISION OF HIGHWAYS, DIVISION ONE
ATTN: BARRY HOBBS, P.E.
113 AIRPORT DRIVE, SUITE 100
EDENTON, NC 27932

OPTIONAL COMPUTER BID PREPARATION:

1. All instructions given above for completing and returning TRADITIONAL PAPER BIDS apply, except as modified by the provision "**Computer Bid Preparation (Optional)**", if applicable.
2. Expedite software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at:
<https://connect.ncdot.gov/letting/Pages/EBS-Information.aspx>

PROJECT SPECIAL PROVISIONS

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW:

In order to bid on this contract, all prospective bidders shall attend a Mandatory Pre-Bid Conference to be held at **the Hatteras Ferry Terminal – Conference Room, 59063 NC HWY 12 South, Hatteras, NC 27943, at 9:30 A.M. on Wednesday, November 5, 2014. Please contact Barry Hobbs - (252) 482-1862 for any further information.**

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conferences will be considered qualified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conferences will not be considered for award.

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.

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

1. The individual writes his/her name on the official roster at the **beginning** of the pre-bid conference.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.
4. The individual is an officer or permanent employee of the firm they represent.
5. The individual shall sign out when the **end** of the pre-bid conference is completed.

Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **January 1, 2015**.

The completion date for this contract is **December 31, 2015**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

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 October 1st if the contract may be extended. The Contractor must notify the Engineer in writing by October 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 **Five Hundred Dollars (\$ 500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

The Contractor shall not perform any work on this project and/or alter the traffic flow during the following time restrictions:

DAY AND TIME RESTRICTIONS

**MONDAY-FRIDAY FROM THIRTY (30) MINUTES BEFORE SUNSET
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING DAY**

AND

**SATURDAY FROM THIRTY (30) MINUTES BEFORE SUNSET
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING **MONDAY****

In addition, the Contractor shall not perform any work on this project 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 WORK RESTRICTIONS

1. For **any event** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 30 minutes before sunset. December 31st until 30 minutes after sunrise January 2nd. If New Year's Day is on Saturday or Sunday, then until 30 minutes after sunrise the following Tuesday.

3. For **Easter**, between the hours of 30 minutes before sunset Thursday and 30 minutes after sunrise Monday.
4. For **Memorial Day**, between the hours of 30 minutes before sunset Friday and 30 minutes after sunrise Tuesday.
5. For **Independence Day**, between the hours of 30 minutes before sunset the day before Independence Day and 30 minutes after sunrise the day after Independence Day.
6. If Independence Day is on a Saturday or Sunday, then between the hours of 30 minutes before sunset the Thursday before Independence Day and 30 minutes after sunrise the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of 30 minutes before sunset Friday and 30 minutes after sunrise Tuesday.
8. For **Thanksgiving Day**, between the hours of 30 minutes before sunset Tuesday and 30 minutes after sunrise Monday.
9. For **Christmas**, between the hours of 30 minutes before sunset the Friday **before the week of Christmas Day** and 30 minutes after sunrise the following Monday **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 time shall be the time the Contractor begins work and/or alters the traffic flow according to the time restrictions listed herein.

The completion time for this intermediate contract time shall be the time the Contractor is required to cease work and/or cease to alter the traffic flow according to the time restrictions stated above.

The liquidated damages are **Two Hundred Fifty Dollars (\$250.00)** per hour time period or any portion thereof.

POSTED WEIGHT LIMITS:

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

107

SP1 G24R

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

NO MAJOR CONTRACT ITEMS:

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

104

SP1 G31

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

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

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

CONTRACTOR IDENTIFICATION:

Contractor and subcontractors shall display their respective company name on all trucks and equipment used on this contract.

PROGRESS MEETINGS AND WORK ASSIGNMENTS:

The Department's project administrator and the Contractor shall meet once each week to discuss work performed the previous week, including deficiencies that must be corrected. At this time, additional scheduled work will be assigned to the Contractor by the Department. Completion dates for each task will be established when work is assigned. Liquidated damages for work tasks not completed by the established completion date will be **One Hundred Dollars (\$100.00)** per calendar day.

The Department may assign emergency work items by calling the Contractor at any time.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

All personal protective equipment required for the Contractor's employees shall be furnished by the Contractor. Personal protective equipment includes, but is not limited to safety vests, eye protection, ear protection, hard hats, steel-toed shoes, gloves, etc.

TRAFFIC CONTROL:

All maintenance operations must utilize proper traffic control in accordance with the *Standard Specifications*, the NCDOT *Standard Drawings* and the MUTCD. With the exception of the line item for *Temporary Traffic Control*, through which the Contractor will provide traffic control for the Department's maintenance crews upon request, all traffic control will be considered incidental to other pay items.

MOBILIZATION (NON-EMERGENCY):

The cost of mobilization to perform the various items in the contract is included in the contract unit prices for the various line items. Emergency mobilization will be paid separately when immediate response is required.

EMERGENCY MOBILIZATION:

When emergency mobilization is required by the Department, the Contractor must respond immediately, regardless of the day or time. Failure to have a crew of sufficient size to perform the requested work on site within four (4) hours will result in forfeiture of payment for emergency mobilization and the assessment of liquidated damages in the amount of **One Hundred Dollars (\$100.00)** per hour until a crew of sufficient size arrives on site.

2816 – ASPHALT PAVEMENT REPAIR/PATCHING:**Description**

Patch potholes identified or approved by the Department with **cold mix asphalt materials**.

Materials

Cold mix asphalt materials to be supplied by the Department.

Construction Methods

Remove and dispose of loose material from area to be patched. Place and compact cold mix asphalt materials in accordance with the manufacturer's instructions.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within seven (7) consecutive calendar days of assignment. Failure to begin work within seven (7) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 5 SY per day.

Measurement and Payment

Asphalt Pavement Repair/Patching will be measured and paid in square yards, measured along the surface of the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor for the removal of loose material and placement of cold mix asphalt materials.

Payment will be made under:

Pay Item

Asphalt Pavement Repair/Patching

Pay Unit

SY

2900 - GRASS MOWING:**Description**

Mow shoulders and ditch slopes within the right of way of the designated primary and secondary routes to a height of six inches. Perform mowing in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable.

The mowing pattern along each roadway shall be determined by the Engineer. Routine mowing includes the mowing of sight distance areas at intersections and along curves. Typical mowing patterns are included herein.

The number of anticipated mowing cycles is an estimate only and may be increased or decreased by the Engineer due to budgetary constraints or weather conditions.

System	Road Miles	# of Cycles
Primary	44	5
Secondary	31	5

During the course of the contract, routes may be added to or deleted from the contract. For routes added to the contract, actual mileage will be used for measurement and payment.

The Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conference. Generally, the need for mowing of these sections will be reduced. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of their proposed work plan and to submit reports of work accomplished on a weekly basis, unless otherwise directed.

Equipment Requirements

No sickle mowers are allowed and no rotary mowers are allowed within 5' of the edge of pavement, unless otherwise approved by the Engineer.

Tractors/Mowers shall be equipped to conform to the current Occupational Safety Health Act standards. Tractors/Mowers shall also be equipped with a minimum of two (2) outside blinking amber lights, visible from both directions, and one (1) top of the cab mounted amber rotating light, visible from both directions. The Contractor must furnish, mount and maintain a "Caution Mower" sign on the rear of each mower.

Intermediate Contract Times (ICT's)

The following availability and completion dates apply to the various mowing cycles in the contract. A cycle shall be considered complete when all primary and secondary routes have been mowed. The following table shows the intermediate contract times for each of the five cycles for the first year of the contract and two optional extensions.

Cycle #	Availability Date	Completion Date
1	April 13, 2015	May 24, 2015
2	May 25, 2015	July 5, 2015
3	July 6, 2014	August 16, 2015
4	August 17, 2015	September 27, 2015

5	September 28, 2015	November 8, 2015
First Renewal		
1	April 11, 2016	May 22, 2016
2	May 23, 2016	July 3, 2016
3	July 4, 2016	August 14, 2016
4	August 15, 2016	September 25, 2016
5	September 26, 2016	November 6, 2016
Second Renewal		
1	April 10, 2017	May 21, 2017
2	May 22, 2017	July 2, 2017
3	July 3, 2017	August 13, 2017
4	August 14, 2017	September 24, 2017
5	September 25, 2017	November 5, 2017

Liquidate Damages for mowing cycles not completed by the established completion date will be **One Hundred Dollars (\$100.00)** per calendar day.

Traffic Control/Signing Requirements

The Contractor will furnish and erect appropriate advance “Mowing” signs which shall be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the advance “Mowing” signs is included.

Measurement and Payment

Grass Mowing will be measured and paid in shoulder miles. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Generally, one road mile of two-lane road shall equal two shoulder miles. No additional compensation will be made for sight distances, etc. as such areas are included in the shoulder miles measured along the mainline. Such price includes, but is not limited to furnishing all labor, equipment, tools and materials necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Grass Mowing – Primary Routes	SHM
Grass Mowing – Secondary Routes	SHM

FUEL PRICE ADJUSTMENT – GRASS MOWING

Revise the 2012 Standard Specifications as follows: Page 1-83, Article 109-8 "Fuel Price Adjustment" is amended to add the following as the first paragraph:

The base index price (B) for ULTRA-LO SULFUR DIESEL is the OPIS unadjusted terminal price from the first working day of October, approximately one month prior to contract advertisement. The base price (B) for this contract, which shall persist through all renewals, is **\$2.6884**. The Current OPIS Price (A) will be obtained on the first working day of each month. The fuel price adjustment will be administered based on shoulder miles mowed during that month. Data related to OPIS average pricing is located at the North Carolina Department of Administration website, located at:

<http://www.doa.state.nc.us/PandC/dynfuels/fuelcost.asp#405a>

The fuel adjustment factor was derived from industry-provided fuel consumption on routine and cleanup mowing for all systems. This factor was validated using NCDOT fuel usage for mowers.

The following formula will be used to calculate the appropriate payment:

$$S = (A - B)(QF)$$

Where:

S = Monthly Fuel Price Adjustment for partial payment

B = Base Index Price

A = Current OPIS Price (First working day each month)

Q = Partial payment quantity for contract item

F = Fuel factor for contract item

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

Description:	Shoulder Miles Mowed
Measurement:	Shoulder Miles
Fuel Factor:	1.6

Should the awarded contract be extended, the base index price will remain at the contract advertisement date price for the duration of the

Example of Fuel Price Adjustment for Fuel Price Increases:

B = 2.9987	(Actual Base Index Price)
A = 3.3602	(Example OPIS price from first working day of the month)
Q = 1,000	(Example contract item SHM completed for the month)
F = 1.6	(Actual Contract Fuel Factor)

$$S = (A - B)(QF)$$

$$S = (3.3602 - 2.9987)(1,000 * 1.6)$$

$$S = (0.3615)(1,600)$$

$$S = 578.40$$

$$S = \$578.40 \text{ (Fuel Price Adjustment for partial payment)}$$

Example of Fuel Price Adjustment for Fuel Price Increases:

B = 2.9987	(Actual Base Index Price)
A = 2.4059	(Example OPIS price from first working day of the month)
Q = 1,000	(Example contract item SHM completed for the month)
F = 1.6	(Actual Contract Fuel Factor)

$$S = (A - B)(QF)$$

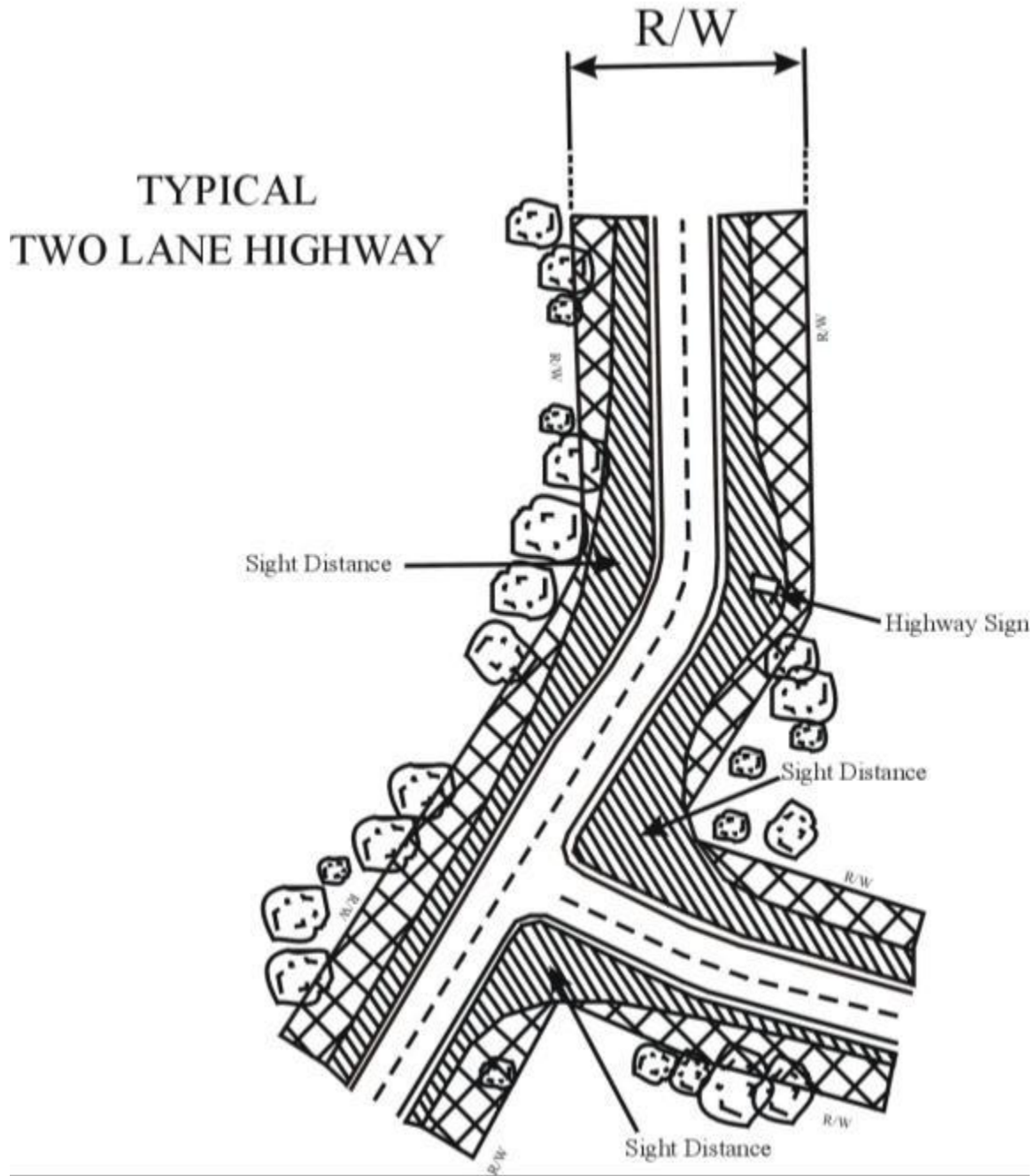
$$S = (2.4059 - 2.9987)(1,000 * 1.6)$$

$$S = (-0.5928)(1,600)$$

$$S = -\$948.48$$

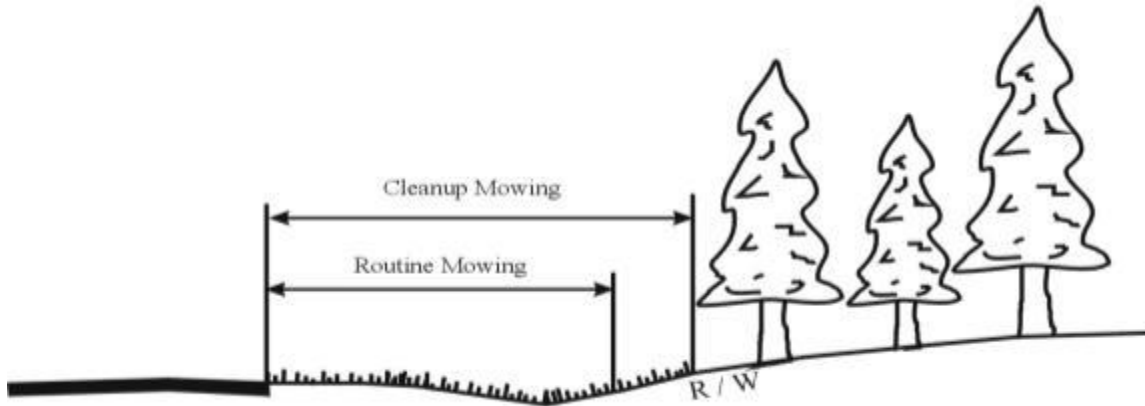
$$S = -\$948.48 \text{ (Fuel Price Adjustment resulting in deduction)}$$

TYPICAL TWO LANE HIGHWAY



TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1

For Swath Contracts:

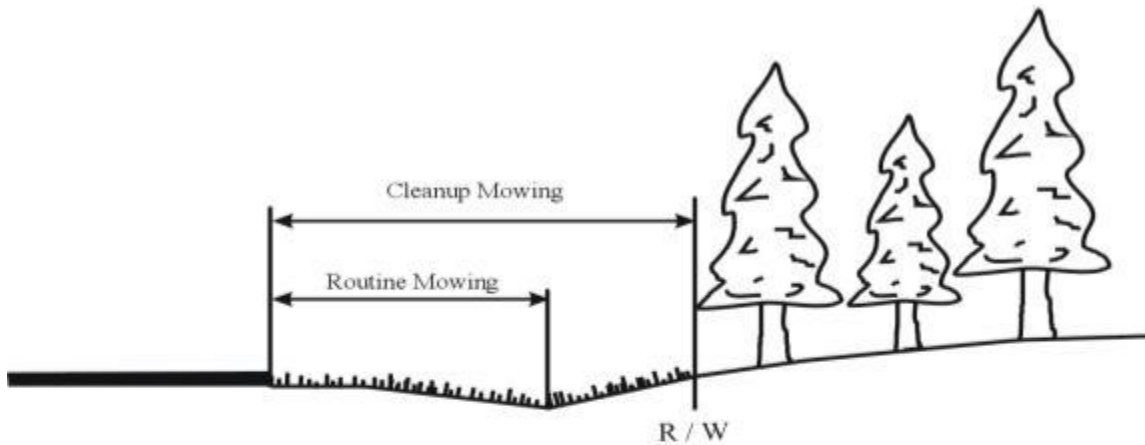


TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1

Routine mowing to one swath beyond ditch line.

Cleanup mow to established mowing pattern line or R/W.

For Ditch Contracts:



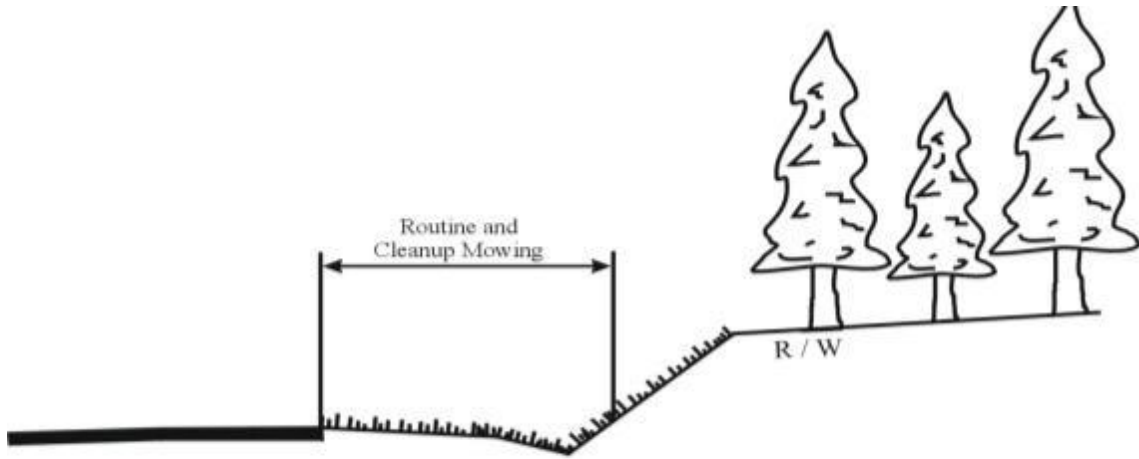
TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1

Routine mowing to ditch line.

Cleanup mow to established mowing pattern line or R/W.

TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER

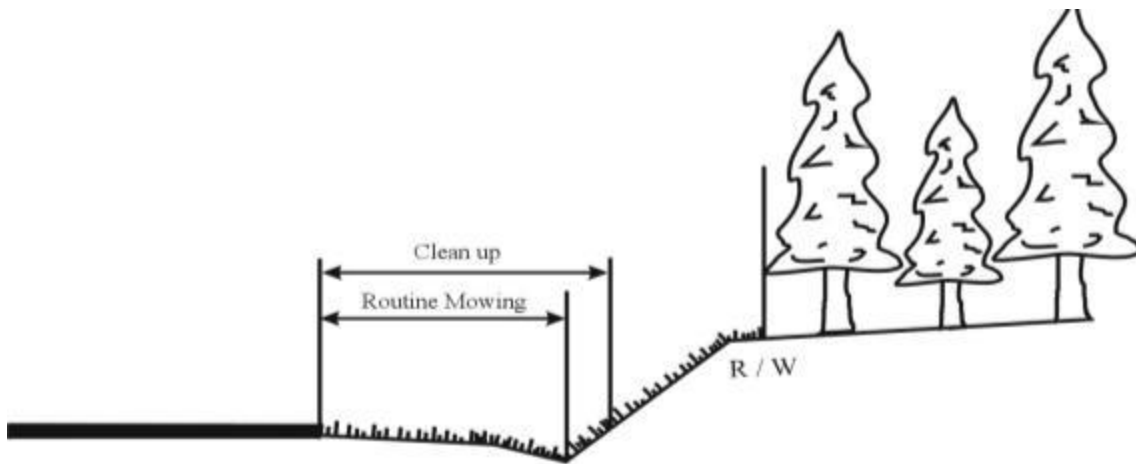
For Swath Contracts:



TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine and cleanup mowing to ditch line and one swath onto cut slope.

For Ditch Contracts:

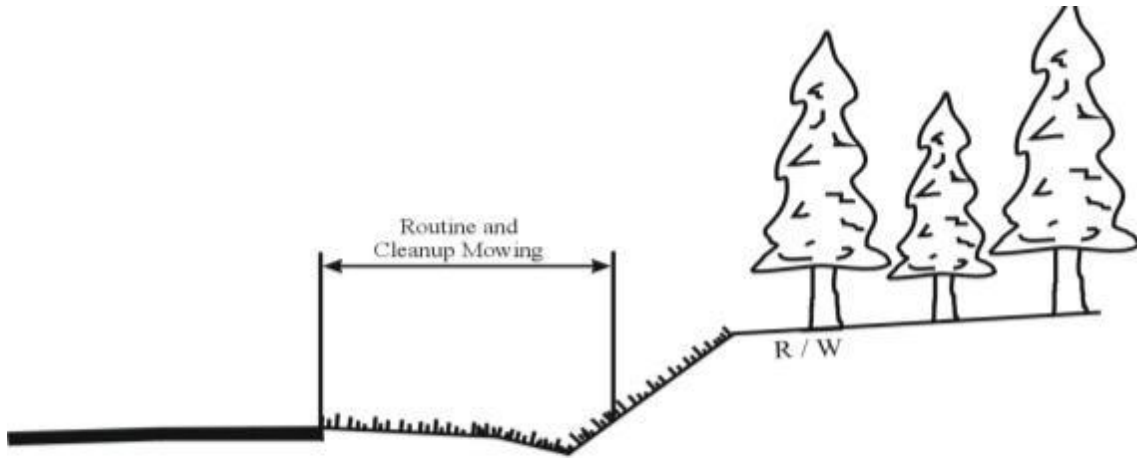


TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine mowing to ditch line.
Clean up mowing one swath up cut slope.

TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1

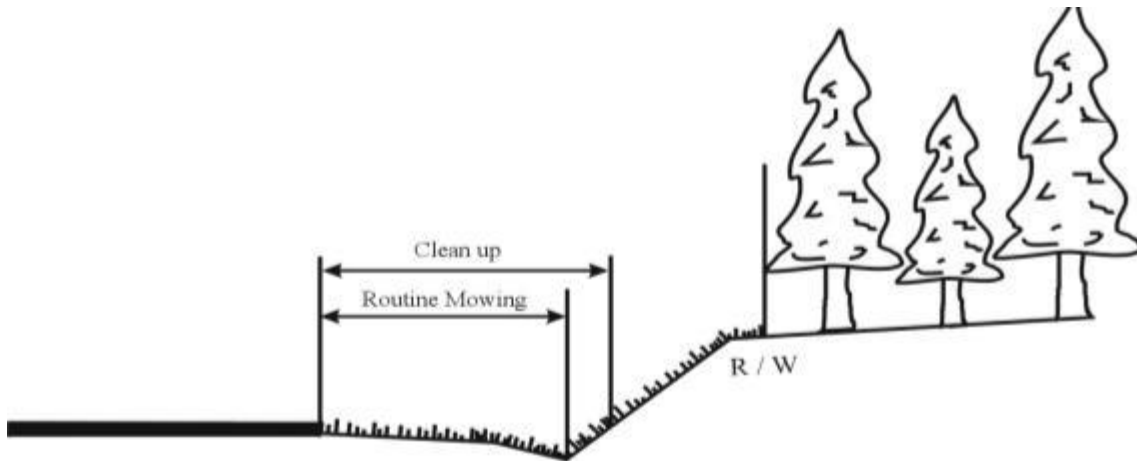
For Swath and Ditch Contracts:



TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine and cleanup mowing to ditch line and one swath onto cut slope.

For Ditch Contracts:

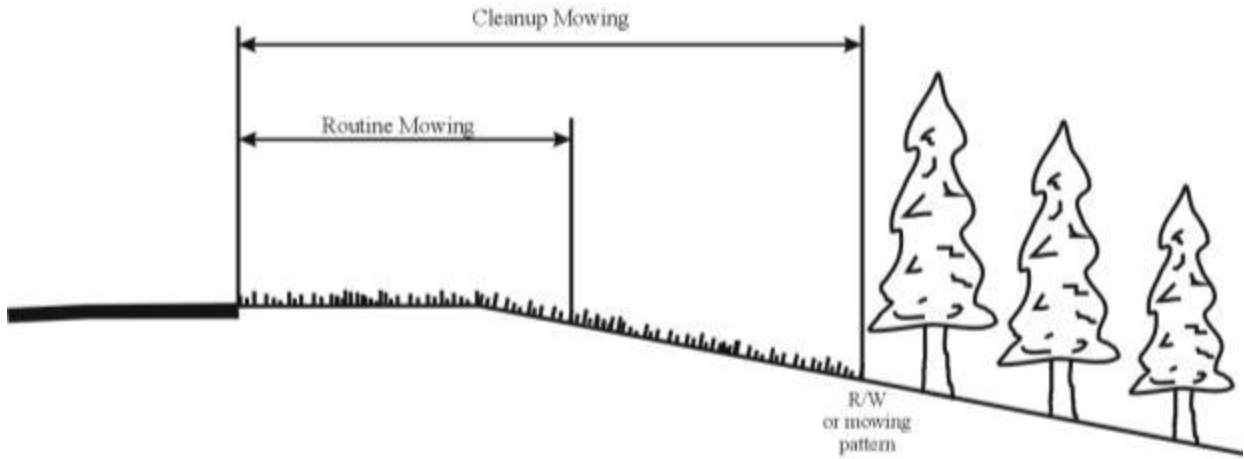


TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine mowing to ditch line.
Clean up mowing one swath up cut slope.

TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1

For Swath and Ditch Contracts:

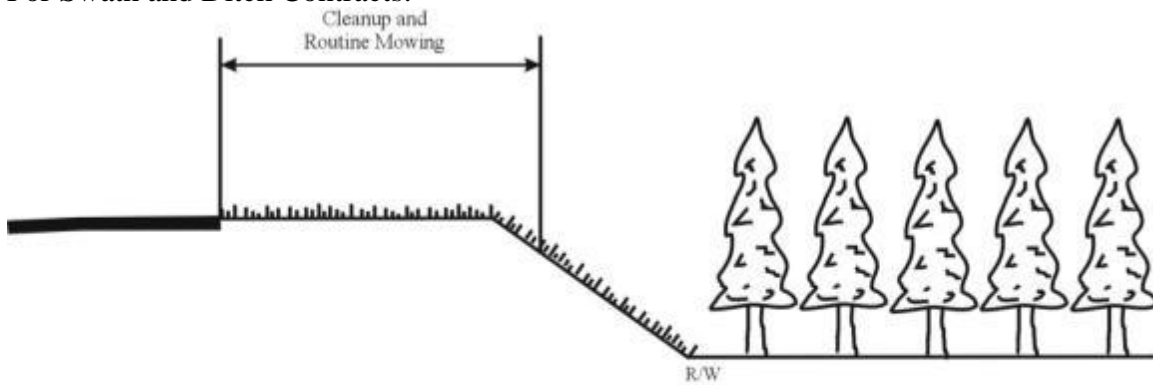


TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1.

Routine mow one swath beyond shoulder point.
Cleanup mow to R/W or mowing pattern.

TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER

For Swath and Ditch Contracts:

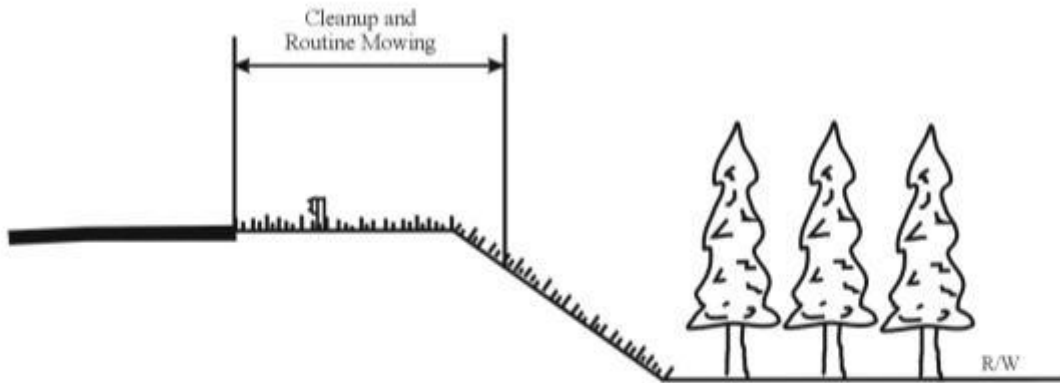


TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER.

Routine and cleanup mow shoulder and one swath beyond shoulder point.

TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER

For Swath and Ditch Contracts:

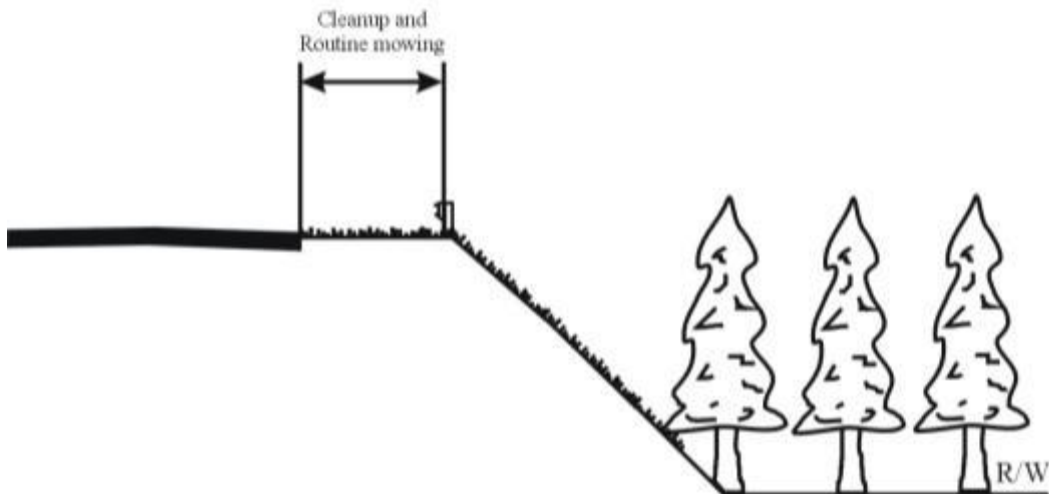


TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER.

Routine and cleanup mow one swath behind guardrail and one swath down fill slope.

TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT

For Swath and Ditch Contracts:



TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT.

Routine and cleanup mow to guardrail.

TYPICAL CURB AND GUTTER SECTION

For Swath and Ditch Contracts:

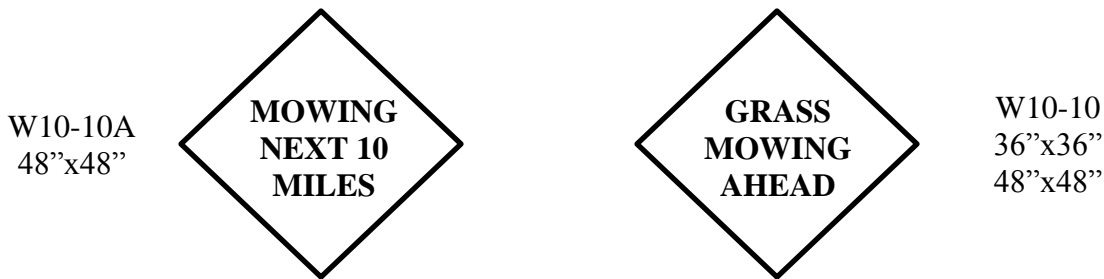


REQUIRED SIGNS

Grass Mowing Advance Warning Signs (W10-10A and W10-10)

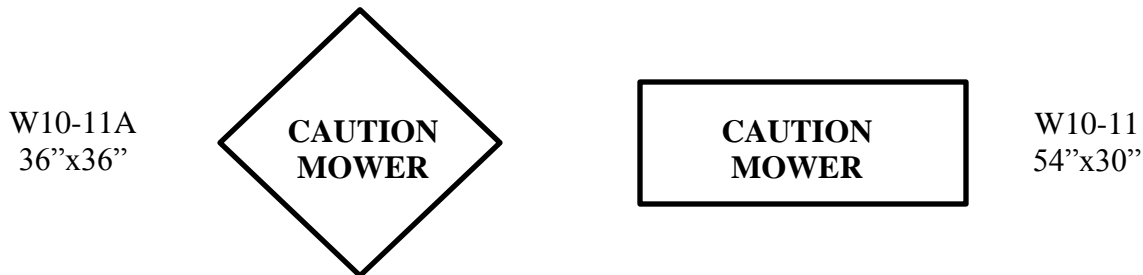
The W10-10 and W10-10A are portable signs. The W10-10A is a 48”x48” black on fluorescent orange sign that is mounted a minimum of five (5’) feet from the roadway to the bottom of the sign and used on Interstates and other high volume roadways, or roadways that may require a mounting height of five (5’) feet for increased visibility, and should read “Mowing Next 10 Miles”. The W10-10 is either a 36”x36” or 48”x48” black on orange sign that is mounted a minimum of one (1’) foot from the roadway to the bottom of the sign, and used on low volume roads. The W10-10 should read “Grass Mowing Ahead”. The Engineer may direct the larger 48”x48” sign be used if traffic conditions dictate a need.

All portable signs and stands must meet or exceed the requirements of NCHRP 350 for Work Zone Category II Devices, and be listed on North Carolina’s approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another. Refer to NCDOT Standard Drawing No. 1110.02.



Caution Mower (W10-11A and W10-11)

The W10-11 and W10-11A are special black on fluorescent orange signs which shall be mounted on the rear of mowers or on the mowing deck which can be easily read by motorist approaching from the rear, with a minimum clearance of one (1’) foot from the ground to the bottom of the sign. The sign must not block the motorist’s sight of the light bar. The Contractor may choose either the W10-11 (54”x30”) or the W10-11A (36”x36”).



2909 – MANUAL BRUSH AND TREE CONTROL:**Description**

Manually cut and remove large brush and trees from the right of way.

Materials

No materials are required for this item.

Construction Methods

Use chain saws, poles saws and manually powered cutters to remove vegetation identified or approved by the Department. Dispose of vegetation in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 300 LF per day.

Measurement and Payment

Manual Brush and Tree Control will be measured and paid in linear feet, measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Manual Brush and Tree Control	LF

2912 - BRUSH AND TREE CONTROL/MECHANICAL/OTHER:**Description**

Mechanically cut large brush and woody vegetation within the right of way.

Materials

No materials are required for this item.

Construction Methods

Use mechanical cutters mounted on extension arms or other approved equipment to remove vegetation identified or approved by the Department.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2 SHM per day.

Measurement and Payment

Brush and Tree Control/Mechanical/Other will be measured and paid in shoulder miles for the completed and accepted work. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Brush and Tree Control/Mechanical/Other	SHM

2914 – VEGETATION MANAGEMENT AT STATIONARY OBJECTS:

Description

Manually cut vegetation around stationary objects and/or treat with herbicides approved by the Department. Stationary objects include, but are not limited to guardrail, traffic islands and traffic signs.

Materials

Herbicides to be used around stationary objects will be supplied by the Department.

Construction Methods

Manually cut vegetation using string trimmers, push mowers or other approved hand tools at locations identified or approved by the Department. Tools and equipment used must be capable of removing all undesirable growth. Herbicides may be used to control undesirable vegetation. If vegetation is taller than 6”, it must be cut prior to the application of herbicides. All herbicide applications must be made by or under the direct supervision of an individual possessing a valid pesticide license, with a right of way endorsement, issued by the NC Department of Agriculture & Consumer Services.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2,500 LF per day.

Measurement and Payment

Vegetation Management at Stationary Objects will be measured and paid in linear feet, measured adjacent to the completed and accepted work. Each sign post treated will be considered three linear feet for payment purposes. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Vegetation Management at Stationary Objects	LF

3102 – REMOVAL OF HAZARDS/DEBRIS FROM THE RIGHT OF WAY:**Description**

Remove and dispose of debris in the right of way.

Materials

No materials are required for this item.

Construction Methods

Remove hazards identified or approved by the Department, including but not limited to fallen trees, large tree limbs, truck tire treads, large dead animals (deer, large dogs), etc. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

Response Time and Target Production Rate

Begin work assigned under this item within four (4) hours of notification. Failure to begin work within four (4) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour day until work begins.

This item is not subject to payment for emergency mobilization.

No target production rate is established for this item.

Measurement and Payment

Removal of Hazards/Debris from Right of Way will be measured and paid per each (site) for completed and accepted work. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item

Removal of Hazards/Debris from Right of Way

Pay Unit

EA

3104 – LITTER REMOVAL:**Description**

Remove and dispose of litter (i.e. cans, bottles, paper) in the right of way. Includes litter removal from all primary routes, and other routes as required by the Department, during the NCDOT Litter Sweep in May and September.

Materials

Trash bags will be supplied by the Department.

Construction Methods

Remove and dispose of litter on assigned routes. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 4 SHM per day.

Measurement and Payment

Litter Removal will be measured and paid in shoulder miles for completed and accepted work. Highway mileage will be determined from NCDOT county maps. In the case of dispute or obvious error, the actual mileage will be measured. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item

Litter Removal

Pay Unit

SHM

3106 – BAGGED LITTER PICKUP:**Description**

Pick up and disposal of litter bags collected by inmate labor, volunteer groups, etc.

Materials

No materials are required for this item.

Construction Methods

Collect and dispose of bagged litter on assigned routes. Dispose of all collected items in accordance with Section 802 of the *Standard Specifications*. Landfill tipping fees to be paid by the Contractor. Contractor will be required to recycle all recyclable items.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within forty-eight (48) hours of notification. Failure to begin work within forty-eight (48) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour day until work begins.

No target production rate is established for this item.

Measurement and Payment

Bagged Litter Pickup will be measured and paid per each bag collected and disposed of. Such price includes, but is not limited to landfill tipping fees and furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item

Bagged Litter Pickup

Pay Unit

EA

3108 – DRAINAGE DITCH MAINTENANCE:**Description**

Mechanically maintain or reshape roadway ditches.

Materials

Erosion control materials, including but not limited to seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

Construction Methods

Mechanically maintain or reshape roadway ditches on assigned routes to restore positive drainage. Trim flush with the sides of the ditch any roots that protrude into the ditch. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 0.25 SHM per day.

Measurement and Payment

Drainage Ditch Maintenance will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Drainage Ditch Maintenance	SHM

3112 – SHOULDER MAINTENANCE/RECONSTRUCTION:**Description**

Repair, maintain and reshape unpaved shoulders.

Materials

All materials, including but not limited to borrow material, incidental stone, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

Construction Methods

Repair, maintain and reshape unpaved shoulders on assigned routes. Haul and place borrow material as needed. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Place stone in mailbox turnouts and driveways. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 2 SHM per day.

Measurement and Payment

Shoulder Maintenance/Reconstruction will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Shoulder Maintenance/Reconstruction	SHM

3126 – INSTALL PIPES (<= 48”):**Description**

Install and/or replace pipe culverts less than 48" in diameter.

Materials

All materials, including but not limited to pipe, borrow material, foundation conditioning material, aggregate base course, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

Construction Methods

Install and/or replace pipe culverts less than 48" in diameter, supplied by the Department. If pavement is present, perform pavement removal in accordance with Section 250 of the *Standard Specifications*. Excavate, remove and dispose of old pipe and excess material, place backfill and aggregate base course in accordance the Sections 300 and 520 of the *Standard Specifications*. Install erosion control devices in accordance with Division 16 of the *Standard Specifications* and *Standard Drawings* and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*. The Department will obtain all environmental permits.

Non-emergency Response Time and Target Production Rate

Driveway Pipes: Begin work assigned under this item within three (3) consecutive calendar days of assignment. Failure to begin work within three (3) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Non-Driveway Pipes: Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 60 LF per day.

Measurement and Payment

Install Pipes (<=48”) will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joints to obtain the number of linear feet. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 ft.

Payment will be made under:

Pay Item	Pay Unit
Install Pipes (<=48”)	LF

3130 – MAINTAIN/REPAIR OF MISCELLANEOUS DRAINAGE STRUCTURES:**Description**

Maintain or repair drainage structures, including but not limited to drop inlets, catch basins and manholes as directed.

Materials

Pipe, concrete block, concrete, borrow material, foundation conditioning material, aggregate base course, seed, fertilizer, straw mulch, stone, temporary silt fence, wattles and erosion control matting to be supplied by the Department.

Construction Methods

Excavate, remove and dispose of old pipe and/or drainage structure and excess material, place backfill and aggregate base course in accordance the Sections 300, 520 and 840 of the *Standard Specifications*. Install necessary erosion control devices and perform minor seeding and mulching. Dispose of excess material in accordance with Section 802 of the *Standard Specifications*.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 3 EA per day.

Measurement and Payment

Maintain/Repair of Miscellaneous Drainage Structures will be measured and paid per each drainage structure maintained or repaired and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Maintain/Repair of Miscellaneous Drainage Structures	EA

3132 – SWEEP ROADWAY:**Description**

Sweep/clean roadway or curb & gutter using mechanical or manual methods.

Materials

No materials are required for this item.

Construction Methods

Sweep/clean the roadway or curb & gutter at locations requested or approved by the Department. Use caution to prevent damage to private property as a result of flying debris. Sweeping equipment to approved by the Engineer prior to beginning work.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

Once work begins, the average target production rate is 3 SHM per day.

Measurement and Payment

Sweep/Wash Roadway will be measured and paid in shoulder miles measured adjacent to the completed and accepted work. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Sweep/Wash Roadway	SHM

3244 – TEMPORARY TRAFFIC CONTROL:**Description**

Provide temporary traffic control services for NCDOT maintenance operations.

Materials

All signs, cones, barrels, barricades and stop/slow paddles will be provided by the Department. For work under this item, the Department will also furnish three (3) two-way radios for the Contractor's use in controlling traffic.

Construction Methods

Furnish a crew consisting of one supervisor and two flaggers, one truck and one trailer. The truck shall be equipped with an approved flashing amber light bar not less than 20 inches long. Truck shall be suitable for transporting the Contractor's personnel and towing the loaded trailer. Trailer shall be of a sufficient size to transport the necessary signs, cones and other traffic control devices required to provide proper traffic control.

Each day temporary traffic control services are requested, the traffic control crew shall report to the designated maintenance facility by the time specified by the Department when work is requested. The Contractor shall load traffic control devices needed, transport traffic control devices to the jobsite, install traffic control devices, maintain traffic control devices for the duration of the job(s), remove traffic control devices and transport them back to the designated maintenance facility.

Traffic control shall be installed and maintained in accordance with Division 11 of the *Standard Specifications* and the *Standard Drawings*, except as modified by this provision. Flaggers must be trained and certified in accordance with Section 1150 of the *Standard Specifications*.

Non-emergency Response Time and Target Production Rate

The Department will notify the Contractor a minimum of twelve (12) hours prior to temporary traffic control services being needed. The Contractor shall have a full complement of personnel and equipment on-site at the designated maintenance facility no later than the time specified by the Department, on the date the Contractor is requested to provide temporary traffic control services. For each day the Contractor fails to have a full complement of personnel and equipment on-site at the requested maintenance facility by the time specified by the Department, liquidated damages of **Five Hundred Dollars (\$500.00)** will be assessed.

No target production rate is established for this item.

Measurement and Payment

Temporary Traffic Control will be measured and paid in hours that the traffic control crew works. Hourly rate includes, but is not limited to furnishing a supervisor, two flaggers, a truck and a trailer and transporting, installing, maintaining and removing all traffic control devices. Time will begin when the traffic control crew leaves the maintenance facility for the job site and end when the traffic control crew returns to the designated maintenance facility.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	HR

3250 – INSTALL/REPLACE GROUND MOUNTED SIGNS:**Description**

Install and/or replace ground mounted signs, sign assemblies, overlays and delineators as directed.

Materials

Signs, posts and other materials to be supplied by the Department.

Construction Methods

Perform all work in accordance with Section 904 of the *Standard Specifications*.

Response Time and Target Production Rate

Stop/Yield Signs: Begin work assigned under this item within four (4) hours of notification. Failure to begin work within four (4) hours of notification will result in liquidated damages of **One Hundred Dollars (\$100.00)** per hour until work begins. Emergency mobilization will be paid for each mobilization required to replace a stop or yield sign. If multiple stop/yield signs are replaced in the same trip, only one emergency mobilization will be paid.

All Other Signs: Begin work assigned under this item within seven (7) consecutive calendar days of assignment. Failure to begin work within seven (7) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

No target production rate is established for this item.

Measurement and Payment

Install/Replace Ground Mounted Signs will be measured and paid in square feet based on the nominal dimensions of the signs installed or replaced and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

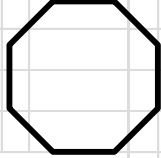
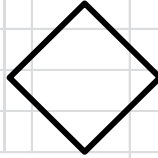

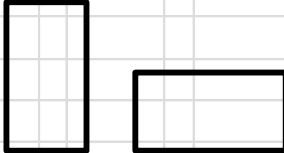
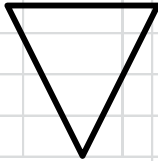
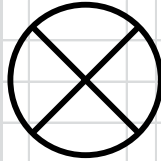
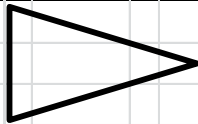
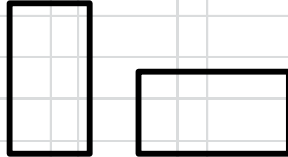
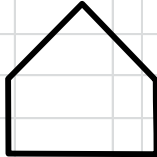
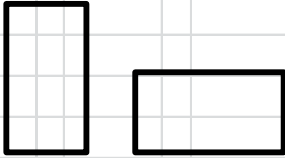
Payment will be made under:

Pay Item	Pay Unit
Install/Replace Ground Mounted Signs	SF

SIGN SIZE CALCULATOR

Sign Size (in x in)				Square Feet
6	x	36	=	1.50
6	x	42	=	1.75
9	x	42	=	2.63
9	x	48	=	3.00
10	x	30	=	2.08
10	x	36	=	2.50
10	x	42	=	2.92
12	x	12	=	1.00
12	x	18	=	1.50
12	x	21	=	1.75
12	x	24	=	2.00
12	x	30	=	2.50
12	x	36	=	3.00
12	x	42	=	3.50
12	x	48	=	4.00
12	x	54	=	4.50
12	x	60	=	5.00
12	x	66	=	5.50
12	x	72	=	6.00
15	x	21	=	2.19
15	x	36	=	3.75
15	x	42	=	4.38
18	x	18	=	2.25
18	x	24	=	3.00
18	x	30	=	3.75
18	x	36	=	4.50
18	x	42	=	5.25
18	x	54	=	6.75
18	x	60	=	7.50
18	x	66	=	8.25
18	x	72	=	9.00
20	x	42	=	5.83
20	x	72	=	10.00
24	x	24	=	4.00
24	x	30	=	5.00

Sign Size (in x in)				Square Feet
24	x	36	=	6.00
24	x	42	=	7.00
24	x	48	=	8.00
24	x	54	=	9.00
24	x	60	=	10.00
24	x	66	=	11.00
24	x	72	=	12.00
30	x	30	=	6.25
30	x	36	=	7.50
30	x	42	=	8.75
30	x	48	=	10.00
30	x	54	=	11.25
30	x	60	=	12.50
30	x	66	=	13.75
30	x	72	=	15.00
36	x	36	=	9.00
36	x	42	=	10.50
36	x	48	=	12.00
36	x	54	=	13.50
36	x	60	=	15.00
36	x	66	=	16.50
36	x	72	=	18.00
36	x	115	=	28.75
42	x	42	=	12.25
42	x	44	=	12.83
42	x	48	=	14.00
42	x	54	=	15.75
42	x	60	=	17.50
42	x	66	=	19.25
42	x	72	=	21.00
48	x	48	=	16.00
48	x	54	=	18.00
48	x	60	=	20.00
48	x	66	=	22.00
48	x	72	=	24.00

REGULATORY		WARNING		GUIDE	
					
Sign Size (in x in)	Square Feet	Sign Size (in x in)	Square Feet	Sign Size (in x in)	Square Feet
30 x 30 =	6.25	18 x 18 =	2.25	24 x 24 =	4.00
36 x 36 =	9.00	30 x 30 =	6.25	36 x 36 =	9.00
48 x 48 =	16.00	36 x 36 =	9.00		
		48 x 48 = 16.00			
					
Sign Size (in x in x in)	Square Feet	Sign Size (in. dia.)	Square Feet		
36 x 36 x 36 =	3.9	36	7.07	18 x 9 =	1.13
48 x 48 x 48 =	6.92			21 x 9 =	1.31
60 x 60 x 60 =	10.83			21 x 15 =	2.19
		Sign Size (in x in x in) Square Feet		24 x 12 =	2.00
		36 x 48 x 48 = 5.56		24 x 24 =	4.00
Sign Size (in x in)	Square Feet			30 x 15 =	3.13
12 x 18 =	1.50			30 x 24 =	5.00
18 x 24 =	3.00	Sign Size (in x in) Square Feet		30 x 30 =	6.25
24 x 24 =	4.00	30 x 30 = 6.25		36 x 18 =	4.50
24 x 30 =	5.00	36 x 36 = 9.00		36 x 36 =	9.00
30 x 30 =	6.25				
30 x 36 =	7.50	Sign Size (in x in) Square Feet			
30 x 42 =	8.75	12 x 36 = 3.00			
36 x 12 =	3.00	18 x 18 = 2.25			
36 x 24 =	6.00	18 x 24 = 3.00			
36 x 36 =	9.00	24 x 24 = 4.00			
36 x 42 =	10.50	24 x 30 = 5.00			
36 x 45 =	11.25	30 x 36 = 7.50			
36 x 48 =	12.00	48 x 24 = 8.00			
		48 x 60 = 20.00			

3252 – REPAIR GROUND MOUNTED SIGNS:**Description**

Repair ground mounted signs as directed.

Materials

All materials for the performance of this item to be supplied by the Department.

Construction Methods

Clean sign faces, straighten posts, replace or tighten bolts and repair/reconstruct sign assemblies to the original configuration as for signs identified or approved by the Department.

Non-emergency Response Time and Target Production Rate

Begin work assigned under this item within fourteen (14) consecutive calendar days of assignment. Failure to begin work within fourteen (14) consecutive calendar days will result in liquidated damages of **One Hundred Dollars (\$100.00)** per calendar day until work begins.

No target production rate is established for this item.

Measurement and Payment

Repair Ground Mounted Signs will be measured and paid per each sign that is repaired and accepted. Such price includes, but is not limited to furnishing all equipment, tools and labor necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Repair Ground Mounted Signs	EA

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 12-17-13)

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.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

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

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

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

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).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://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

MBE and WBE Goal

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

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

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

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

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

Directory of Transportation Firms (Directory)

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

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

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 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 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, written notices, use of verifiable electronic means 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.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (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 a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the

responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening 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.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

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

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

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>

DOMESTIC STEEL:

(4-16-13)

106

SP1 G120

Revise the *2012 Standard Specifications* as follows:

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

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

MAINTENANCE OF THE PROJECT:

(11-20-07) (Rev. 1-17-12)

104-10

SPI G125

Revise the *2012 Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-35, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project* in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

Page 1-35, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

OUTSOURCING OUTSIDE THE USA:

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

SPI G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

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

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

STANDARD SPECIAL PROVISION

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*.

CONTRACT PAYMENT AND PERFORMANCE BOND – GENERAL:

REVISED 5/27/14

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 on this project if the contract amount exceeds \$500,000. 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 subcontractor, is liable is required on this project if the contract amount exceeds \$500,000. 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 notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to one hundred percent (100%) of the amount of the contract.

BIDS:

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$2.5 million, the bid will not be considered for award.

DIVISION LET CONTRACT PREQUALIFICATION:

(07-01-14)

SPD 01-410

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

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.

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/

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.

COOPERATION WITH STATE FORCES:

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

ERRATA:

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

THREATENED AND ENDANGERED SPECIES:

Due to federal or state listed threatened and endangered species located in the county in which this project is located, the Contractor will be required to contact the Division Roadside Environmental Engineer to determine if any part of this project is within a protected area. If so, the Contractor shall be responsible for any damage done to these plant populations as a result of mowing operations.

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

(3-18-03) (Rev. 10-15-13)

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

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

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

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

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

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

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

ON-THE-JOB TRAINING:

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

Z-10

Description

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

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

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

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make

every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 7-15-14)

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 the detail drawing provided in these plans 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, 1130.01 1135.01 and 1180.01 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. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 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 and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved 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 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*. When personnel and/or equipment are working within a lane of travel of an undivided 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. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the Moving Operation Caravan Details according to Roadway Standard Drawing No. 1101.02, sheet 11 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.

TRAFFIC OPERATIONS:**1) Drop-Off Requirements and Time Limitations:**

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches

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

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 limits less than 45 mph.

For drop-offs that exceed the above requirements, backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

2) Project Requirements:

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. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
4. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
5. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved

Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

3) Work Zone Signing:

Description

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2012 Standard Specifications*.

(A) Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2012 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install all Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than seven (7) calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. All sign locations to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(B) Sign Removal

All stationary work zone signs shall be removed once the project is substantially complete. The project is substantially complete when the resurfacing operations are completed and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings are installed. The pavement marking doesn't have to be the final marking material to be considered substantially complete. Any remaining punch list items are to be completed with portable work zone signing. There will be no compensation for any portable signing. Sign removal is a condition of final project acceptance.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

4) Measurement and Payment:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be paid at the contract lump sum price for *Temporary Traffic Control*. The *Temporary Traffic Control* pay item does not include work zone advance or general warning signs. Partial payments for *Temporary Traffic Control* will be made as follows: The cumulative total of the lump sum price for temporary traffic control will be equal to the percent complete (project) as calculated for each partial pay estimate. Additional flashing arrow boards and message boards beyond those shown in the contract, detail drawings or *Roadway Standard Drawings* required by the Engineer will be paid as extra work in accordance with Article 104-7 of the *Standard Specifications*.

The work of satisfactorily installing and removing work zone advance and/or general warning signs, including, but not limited to, furnishing, locating, installing, covering, uncovering and removing stationary signs will be measured for each required sign and paid at the contract price for *Work Zone Advance/General Warning Signing (SF)*. Payment for *Work Zone Advance/General Warning Signing* will be limited to a maximum of 90% of the total installed quantity. The remaining 10% will be paid once all signs have been removed.

The Lump Sum price for *Temporary Traffic Control* will include the work of four (4) flaggers per operation per map being utilized at the same time on any day. If a pilot vehicle is used for an operation, the Lump Sum Price for *Temporary Traffic Control* will include the work of five (5) flaggers. The operator of a pilot vehicle will be considered one of the five flaggers.

Any additional flagging beyond the "included" amount covered in the *Temporary Traffic Control* pay item will be considered supplemental flagging and compensated at a rate of \$20.00 per hour for each additional flagger as approved by the Engineer.

Payment will be made under:

Pay Item	Pay Unit
Temporary Traffic Control	Lump Sum
Work Zone Advance/General Warning Signing	Square Foot

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet _____ of _____

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

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

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

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

MBE Percentage of Total Contract Bid Price _____%

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

WBE Percentage of Total Contract Bid Price _____%

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

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

EXECUTION OF BID

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

Signature of Witness	By	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

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
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 _____

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

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.

Execution of Contract

Contract No: 11438707

County: Dare County

ACCEPTED BY THE DEPARTMENT

Contract Officer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

**North Carolina Department of Transportation
BID FORM**

WBS Number: 11438707

Counties: Dare

Description: Contract Maintenance Along NCDOT System Routes From South Of The (Herbert C. Bonner Bridge) On NC 12 Over Oregon Inlet To The Hatteras Ferry Terminal

LINE	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	N/A	EMERGENCY MOBILIZATION	10	EA		
2	2816	ASPHALT PAVEMENT REPAIR / PATCHING	100	SY		
3	2900	GRASS MOWING - PRIMARY ROUTES	489	SHM		
4	2900	GRASS MOWING - SECONDARY ROUTES	309	SHM		
5	2909	MANUAL BRUSH AND TREE CONTROL	15,840	LF		
6	2912	BRUSH AND TREE CONTROL / MECHANICAL / OTHER	20	SHM		
7	2914	VEGETATION MANANGEMENT AT STATIONARY OBJECTS	1,500	LF		
8	3102	REMOVAL OF HAZARDS / DEBRIS FROM R/W	100	EA		
9	3104	LITTER REMOVAL	20	SHM		
10	3106	BAGGED LITTER PICKUP	75	EA		
11	3108	DRAINAGE DITCH MAINTENANCE	8	SHM		
12	3112	SHOULDER MAINTENANCE / RECONSTRUCTION	5	SHM		
13	3126	INSTALL PIPES (<= 48")	60	LF		
14	3130	INSTALL/MAINTAIN/REPAIR OF MISC. DRAINAGE STRUCTURES	15	EA		
15	3132	SWEEP/WASH ROADWAY	10	SHM		
16	3244	MAINTENANCE TRAFFIC CONTROL	200	HR		
17	3250	INSTALL/REPLACE GROUND MOUNTED SIGNS	1,600	SF		
18	3252	REPAIR GROUND MOUNTED SIGNS	120	EA		

BID FORM CONT.

TOTAL BID FOR PROJECT: _____

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. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

THIS SECTION TO BE COMPLETED BY N. C. 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

Hatteras Island Mowing Log

Road	Type	Begin	End	Town	MILES			No Mow	Comments
					unpav	sec	prim		
1224	SEC	NC12	SR1226	Avon		0.75			
1225	SEC	SR1226	END	Avon			0.22	Do Not Mow	
1226	SEC	SR1224	END	Avon		0.66			
1227	SEC	SR1224	SR1226	Avon		0.24			
1228	SEC	SR1224	SR1229	Avon		0.18			
1229	SEC	SR1224	END	Avon		0.62			
1244	SEC	SR1224	SR1224	Avon		0.28			
1245	SEC	SR1225	END	Avon		0.12			
1261	SEC	NC12	END	Avon		0.10			
1262	SEC	NC12	END	Avon			0.11	Do Not Mow	
1263	SEC	NC12	END	Avon		0.10			
1264	SEC	NC12	END	Avon		0.08			
1267	SEC	NC12	NC12	Avon		0.32			
1268	SEC	NC12	END	Avon		0.09			
1271	SEC	SR1229	END	Avon			0.11	Do Not Mow	
1278	SEC	END	END	Avon		0.40			
1279	SEC	NC12	END	Avon		0.15			
1280	SEC	NC12	END	Avon		0.11			
1281	SEC	SR1284	END	Avon		0.09			
1282	SEC	NC12	END	Avon		0.12			
1283	SEC	SR1285	SR1278	Avon		0.16			
1284	SEC	NC12	SR1278	Avon		0.16			
1285	SEC	SR1279	END	Avon		0.38			
1286	SEC	NC12	END	Avon		0.21			
1299	SEC	NC12	END	Avon		0.11			
1405	SEC	NC12	END	Avon			0.11	Do Not Mow	
1407	SEC	SR1278	END	Avon			0.08	Do Not Mow	
1413	SEC	NC12	END	Avon		0.09			
1415	SEC	NC12	END	Avon		0.10	0.10	homeowners mow	
1416	SEC	NC12	END	Avon			0.14	Do Not Mow	
1419	SEC	NC12	END	Avon		0.27			
1420	SEC	NC12	SR1419	Avon		0.05			
1421	SEC	NC12	END	Avon		0.10			
1422	SEC	NC12	SR1421	Avon		0.06			
1423	SEC	NC12	SR1421	Avon		0.06			
1424	SEC	NC12	SR1421	Avon			0.06	Do Not Mow	
1444	SEC	SR1278	END	Avon		0.07			
1445	SEC	NC12	END	Avon		0.11			
1460	SEC	SR1285	END	Avon			0.09	Do Not Mow	
1461	SEC	SR1267	SR1267	Avon		0.14			
1464	SEC	NC12	END	Avon		0.14			
1466	SEC	SR1226	END	Avon		0.20			
1467	SEC	NC12	END	Avon		0.24			
1471	SEC	NC12	END	Avon			0.12	Do Not Mow	
1472	SEC	NC12	END	Avon		0.10			
1481	SEC	SR1278	END	Avon		0.09			
1485	SEC	NC12	SR1488	Avon		0.04			
1486	SEC	SR1485	END	Avon		0.16			
1488	SEC	SR1485	END	Avon		0.16			
1494	SEC	NC12	END	Avon		0.09			
1500	SEC	NC12	END	Avon		0.09			
1501	SEC	NC12	END	Avon		0.10			
1502	SEC	SR1444	END	Avon			0.04	Do Not Mow	
1503	SEC	SR1226	END	Avon		0.12			
1515	SEC	NC12	END	Avon			0.08	Do Not Mow	
1517	SEC	SR1466	END	Avon		0.12			

Hatteras Island Mowing Log

Road	Type	Begin	End	Town	MILES			No Mow	Comments
					unpav	sec	prim		
1524	SEC	NC12	SR1421	Avon		0.05			
1525	SEC	NC12	SR1421	Avon		0.05			
1231	SEC	NC12	END	Buxton		0.64			
1232	SEC	NC12	NC12	Buxton		1.28			
1233	SEC	NC12	END	Buxton			0.22	Do Not Mow State Yard	
1234	SEC	NC12	SR1232	Buxton		0.27			
1290	SEC	SR1232	END	Buxton		0.65			
1291	SEC	SR1291	SR1527	Buxton		0.26			
1527	SEC	SR1291	END	Buxton		0.40			
1529	SEC	SR1232	END	Buxton		1.00			
1530	SEC	SR1529	END	Buxton		0.21			
1531	SEC	SR1529	END	Buxton		0.47			
1242	SEC	NC12	END	Frisco		0.40			
1269	SEC	NC12	END	Frisco		0.30			
1294	SEC	SR1295	END	Frisco		0.18			
1295	SEC	NC12	SR1296	Frisco		0.16			
1296	SEC	SR1295	END	Frisco		0.04			
1298	SEC	NC12	END	Frisco		0.19			
1400	SEC	NC12	END	Frisco		0.41			
1401	SEC	SR1400	SR1402	Frisco		0.55			
1402	SEC	SR1401	END	Frisco			0.12	Do Not Mow	
1403	SEC	SE1400	END	Frisco		0.26			
1404	SEC	SR1401	END	Frisco			0.27	Do Not Mow	
1406	SEC	NC12	END	Frisco		0.27			
1411	SEC	NC12	END	Frisco		0.26			
1426	SEC	SR1400	END	Frisco		0.25			
1451	SEC	SR1400	END	Frisco		0.27			
1468	SEC	NC12	NC12	Frisco		0.46			
1482	SEC	NC12	END	Frisco			0.08	Do Not Mow	
1483	SEC	END	END	Frisco			0.13	Do Not Mow	
1487	SEC	NC12	END	Frisco		0.20			
1489	SEC	NC12	END	Frisco			0.60	Do Not Mow	
1504	SEC	NC12	END	Frisco		0.31			
1506	SEC	NC12	END	Frisco		0.27			
1507	SEC	NC12	END	Frisco		0.22			
1520	SEC	SR1504	END	Frisco			0.09	Do Not Mow	
1523	SEC	NC12	END	Frisco		0.30			
1526	SEC	NC12	END	Frisco			0.06	Do Not Mow	
1538	SEC	NC12	END	Frisco		0.98			
1539	SEC	SR1538	END	Frisco		0.10			
1236	SEC	NC12	END	Hatt			0.38	Do Not Mow	
1237	SEC	NC12	END	Hatt		0.91			
1238	SEC	SR1237	END	Hatt			0.22	Do Not Mow (HO mow)	
1239	SEC	NC12	SR1237	Hatt			0.01	Do Not Mow	
1241	SEC	NC12	NC12	Hatt		0.77			
1246	SEC	NC12	END	Hatt			0.25	Do Not Mow	
1248	SEC	NC12	END	Hatt			0.13	Do Not Mow	
1253	SEC	SR1237	END	Hatt		0.19			
1254	SEC	SR1237	SR1255	Hatt			0.08	Do Not Mow (HO mow)	
1255	SEC	SR1238	END	Hatt			0.18	Do Not Mow (HO mow)	
1258	SEC	NC12	END	Hatt			0.23	Do Not Mow	
1266	SEC	NC12	END	Hatt		0.11			
1272	SEC	NC12	END	Hatt		0.40			
1273	SEC	SR1272	END	Hatt			0.10	Do Not Mow	
1276	SEC	NC12	SR1511	Hatt		0.27			
1310	SEC	SR1241	SR1311	Hatt		0.29			

Hatteras Island Mowing Log

Road	Type	Begin	End	Town	MILES			No Mow	Comments
					unpav	sec	prim		
1311	SEC	SR1310	SR1312	Hatt				0.06	Do Not Mow
1312	SEC	SR1311	END	Hatt				0.10	Do Not Mow
1340	SEC	SR1237	END	Hatt		0.14			
1429	SEC	SR1276	END	Hatt		0.11			
1430	SEC	SR1272	END	Hatt		0.08			
1447	SEC	SR1272	END	Hatt				0.12	Do Not Mow
1499	SEC			Hatt				0.16	Do Not Mow
1505	SEC	SR1276	END	Hatt		0.11			
1511	SEC	SR1521	END	Hatt				0.10	Do Not Mow
1513	SEC	NC12	END	Hatt		0.15			
1521	SEC	SR1276	END	Hatt		0.11			
1536	SEC	SR1276	END	Hatt				0.12	Do Not Mow
1247	SEC	NC 12	SR1514	Rodanth					all sand not mowed
1292	SEC	NC 12	SR1509	Rodanth		0.18			
1428	SEC	NC 12	END	Rodanth		0.10			
1448	SEC	NC12	END	Rodanth		0.28			
1462	SEC	NC 12	END	Rodanth		0.30			
1492	SEC	NC12	END	Rodanth		0.15			
1495	SEC	NC12	END	Rodanth		0.19			
1508	SEC	SR 1428	END	Rodanth		0.18			
1509	SEC	SR1508	SR1514	Rodanth		0.12			change to mow
1514	SEC	SR1247	END	Rodanth		0.23			
1516	SEC	NC12	END	Rodanth				0.17	Do Not Mow
1537	SEC	NC 12	End	Rodanth		0.30			
1431	SEC	NC12	END	Salvo		0.90			
1432	SEC	NC12	SR1431	Salvo		0.12			
1433	SEC	NC12	SR1431	Salvo				0.13	Do Not Mow
1434	SEC	SR1431	END	Salvo		0.10			
1435	SEC	SR1431	SR1442	Salvo		0.53			
1436	SEC	NC12	SR1431	Salvo		0.18			
1437	SEC	SR1431	END	Salvo		0.07			
1438	SEC	SR1431	SR1435	Salvo		0.14			
1439	SEC	SR1431	END	Salvo				0.10	Do Not Mow
1440	SEC	SR1435	SR1431	Salvo		0.16			
1441	SEC	SR1431	END	Salvo				0.06	Do Not Mow
1442	SEC	NC12	SR1431	Salvo		0.25			
1443	SEC	NC12	SR1435	Salvo		0.11			
1446	SEC	NC 12	END	Salvo		0.31			
1470	SEC	NC12	END	Salvo		0.26			
1532	SEC	NC 12	END	Salvo		0.27			
1412	SEC	NC 12	END	Waves		0.27			
1414	SEC	NC 12	END	Waves		0.56			
1427	SEC	NC 12	END	Waves		0.24			
1449	SEC	NC12	END	Waves		0.39			
1450	SEC	SR1449	END	Waves				0.14	Do Not Mow
1512	SEC	NC12	END	Waves		0.25			
1522	SEC	NC12	END	Waves		0.33			
						Total Secondary		30.90	
NC 12	PRI	Hatteras Island				Total Primary		48.97	