

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 10 DISTRICT 2

# **CONTRACT PROPOSAL**

WBS ELEMENT: 10.106019, etc. COUNTY: Mecklenburg

LOCATION: Various Locations on Primary and Secondary Roads (Non- Interstate)

TYPE OF WORK: Miscellaneous Installation and Repair of Guardrail and Cable Guiderail

BID OPENING: Wednesday March 16, 2016 @ 10:00 AM

**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.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**\*\*\*DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!\*\*\***

RETURN BIDS TO: Mr. Terry Burleson  
NC Department of Transportation  
716 W. Main St.  
Albemarle, NC 28001

# **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 716 W. MAIN ST, ALBEMARLE NC, 28001 NO LATER THAN 10:00 AM WEDNESDAY MARCH 16, 2016.**
13. The sealed bid must display the following statement on the front of the sealed envelope:  
**QUOTATION FOR GUARDRAIL INSTALLATION AND REPAIR IN MECKLENBURG COUNTY TO BE OPENED AT 10:00 am Wednesday March 16, 2016.**
14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Mr. Terry Burleson  
NC Department of Transportation  
716 W. Main St.  
Albemarle, NC 28001**

**The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.**

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## **STANDARD PROVISIONS**

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

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

108

SP1 G10 A

The date of availability for this contract is **April 1, 2016**.

The completion date for this contract is **March 31, 2017**.

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 liquidated damages for this contract will be accessed per Mobilization and Liquidated Damages provision located elsewhere in this Contract.

**The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below.**

The contractor shall submit his bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). If the contract is extended, the unit bid prices will be increased by three (3) percent for each one (1) year extension. **Including all renewals**, the total contract expenditures shall not exceed the maximum purchase order value of \$2.5 million per year.

The Engineer will notify the Contractor in writing 30 days before annual expiration date. The Contractor must notify the Engineer within 15 days after receiving notice of his acceptance of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

### **MOBILIZATION AND LIQUIDATED DAMAGES**

**All mobilization cost will be considered incidental to the other items in this contract.** No direct compensation will be paid for the cost to mobilize for guardrail installation or repair in this contract.

The contractor will be required to begin work within thirty (30) calendar days after notification from the State on all projects included in this contract, except those identified as emergency situations. An emergency situation occurs if there is damage that leaves guardrail, anchor unit, or other device in a non-functional condition and thereby creates a safety hazard in the judgment of the Engineer. **The contractor shall have seven (7) calendar days to respond after notification to an emergency request. Failure to respond to a request within the specified time frame will result in the application of liquidated damages.**

Liquidated damages will be in the amount of **Five Hundred Dollars (\$500.00) per calendar day** for not beginning work within the time frame as specified above. Work shall be accomplished in a continuous manner once the contractor begins.

## **INTERMEDIATE CONTRACT TIME NUMBER AND LIQUIDATED DAMAGES**

(2-20-07)

RG 14 A

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

### DAY AND TIME RESTRICTIONS

**Monday – Friday**  
**6:00 a.m. to 9:00 a.m.**  
**4:00 p.m. to 6:00 p.m.**

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

### **HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **6:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **6:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **6:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **6:00 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **6:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **6:00 p.m.** Monday.

8. For **Veteran's Day**, between the hours of **6:00 p.m.** Thursday through **6:00 p.m.** Monday.
9. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **6:00 p.m.** the following Tuesday after the week of Christmas Day.
10. For **Spring and fall Nascar or Drag Races** at the Lowe's Motor Speedway, and Z max Drag way between the hours of **6:00 AM the Wednesday before the race and 9:00 PM the Monday after the last race.**
11. For any Event at **Bank of America Stadium**, occurring in Charlotte from 3 hours before the start and 3 hours after the end of the Event.

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 will not be required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are **One Thousand Dollars (\$ 1,000.00)** per hour.

## **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>.

### **GENERAL**

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

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

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 10, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

### **BANKRUPTCY**

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

### **MATERIALS AND TESTING**

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

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



Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material
8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weigh master's stamp or number
12. Public weigh master's signature or initials in ink
13. Job mix formula number
14. Asphalt Plant Certification Number

### **BASIS OF PAYMENT**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in **triplicate to:**

**Mrs. Wendy Taylor, PE  
North Carolina Department of Transportation  
7605 District Drive  
Charlotte, NC 28213**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction.

### **CONTRACT BID QUANTITIES**

Contractor shall note that the contract quantities are used for figuring the lowest responsible bidder only. No minimum amount of work is guaranteed under this contract. The total amount of work performed under this contract cannot exceed \$2,500,000 per year.

The Contractor's attention is directed to the fact that Article 104-5 of the 2012 Standard Specifications for Roads and Structures pertaining to revised contract unit prices will not apply to this contract.

**Quantities are estimated and are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.**

**The advertised bid quantities 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.**

**The Department of Transportation may at any time cancel this contract if the contractor is not in compliance with the specifications stated herein.**

### **UTILITY CONFLICTS**

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

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

### **CONTRACT PAYMENT AND PERFORMANCE BOND**

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

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

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

### **DEFAULT OF CONTRACT**

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

### **DEBARMENT STATEMENT**

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

### **ENGINEERING CONTROL**

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. Field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

### **NOTIFICATION OF OPERATIONS**

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

### **NIGHT OPERATIONS**

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

## **PORTABLE CONSTRUCTION LIGHTING**

Furnish, operate and maintain everything necessary to provide lighting for compliance with Article 105-14 Night Work requirements for artificial lighting as found in Section 1413 of the Standard Specifications.

This item is incidental to the other bid items in the Contract.

## **RAILROAD GRADE CROSSING**

(7-1-95) (Rev. 1-17-13)

107-9

SP1 G 17R

Provide at least 2 weeks advance notice to the railroad's local Roadmaster or Track Supervisor when the use of slow-moving or stopped equipment is required over at-grade railroad crossings.

## **POSTED WEIGHT LIMITS**

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

107

SP1 G 24R

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.

## **RESTRICTED LOAD LIMITS**

The Contractor's attention is directed to the fact that he may be required to haul reduced tonnage on some roads, in subdivisions, or in other areas as directed by the Engineer. See Article 105-15 of the 2012 Standard Specifications. Any extra cost incurred will be considered incidental to the pay items involved.

## **OUTSOURCING OUTSIDE THE USA**

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

SP1 G150

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

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

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

## **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

107-1

SP1 G152

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

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

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

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

## **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*).

## **DRIVEWAYS AND PRIVATE PROPERTY**

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

## **PRECONSTRUCTION CONFERENCE**

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

## 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".

## SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## SUBLETTING OF CONTRACT

(11-18-2014)

108-6

SP1 G186 Div10

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer.

Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

### **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

### **PROSECUTION OF WORK**

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

or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the equipment, materials, and methods of construction as may be required to complete the work described in the contract, or as may be amended, by the completion date.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$100.00** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date.

### **DOMESTIC STEEL**

(4-16-13)

106

SPI G120

Revise the *2012 Standard Specifications* as follows:

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

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

### **TWELVE MONTH GUARANTEE**

(7-15-03)

SPI G145

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



of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

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

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

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

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

(10-16-07)(Rev. 2-16-16)

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

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

### **MBE and WBE Goal**

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

(A) Minority Business Enterprises **0.0%**

- (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 **0.0%**

- (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 and 6 copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean

that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, 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 (2<sup>nd</sup> and 3<sup>rd</sup> 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. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

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

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

#### **(A) Performance Related Replacement**

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
    - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
    - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
  - (3) A list of reasons why MBE/WBE quotes were not accepted.
  - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments 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.

## **SPECIAL PROVISIONS**

### **SCOPE OF WORK**

The Contractor shall furnish all labor and materials for the installation and repair of guardrail (as needed) within Mecklenburg County in accordance with the 2012 Standard Specifications and/or Special Provisions herein.

### **STEEL BEAM GUARDRAIL**

Steel beam guardrail shall be installed in accordance with Section 862 of the Standard Specifications and Roadway Standard Drawing 862.01, 862.02, 862.03, and 862.04. Guardrail materials shall conform to Section 1046 of the Standard Specifications.

Rail elements shall be erected to produce a smooth continuous rail paralleling the line and grade of the highway surface or as shown on the plans. Rail elements shall be lapped in the direction of traffic. Galvanized guardrail elements that have been scarred, scratched, or abraded shall be cleaned of all loose spelter coat and rust, and painted with two coats of zinc rich paint.

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

Maintenance and repair of guardrail at various locations in the counties will be designated by the Engineer.

During the maintenance and/or repair of damaged sections of guardrail, the contractor shall replace all needed components of guardrail as directed by the Engineer and stabilize existing guardrail and appurtenances at the site.

All bid items listed on the bid sheet shall include all necessary incidental hardware to complete the guardrail installation or repairs.

Payment for steel beam guardrail will be made at the contract unit price per linear foot. The unit bid price shall include but not be limited to furnishing and erecting posts, offset blocks, rails, terminal sections and all other miscellaneous hardware to complete the work. Under separate bid items, additional posts shall include offset blocks and other miscellaneous hardware to complete the required work.



Guardrail delineators (yellow or crystal) and guardrail delineator tape shall be placed by the contractor as needed at each site or as directed by the Engineer and shall be considered incidental to the contract unit bid price of other pay items.

The guardrail anchor units to be paid for shall be the actual number of units which have been completed and accepted. No separate measurement will be made of any rail, terminal section, posts, offset blocks, concrete, hardware or any other components of the completed unit within the pay limits shown under Standard 862.02 and Standard 862.03 in the Roadway Standard Drawings as such components will be considered to be part of a unit.

All work items necessary to complete the work other than listed on the Bid Proposal Form will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner shall be repaired at no expense to the Department and could be a basis for cancellation of the contract.

### **REMOVAL OF DAMAGED GUARDRAIL, ANCHOR UNITS, ETC.**

The removal of existing and/or damaged guardrail established by the Engineer shall be done in accordance with Section 863 of the Standard Specifications. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the department. **All guardrail and components removed shall become the property of the Contractor. The cost of removal and disposal of the existing section or damaged sections of guardrail, anchor units, and components shall be considered incidental to the contract unit bid price of the pay items involved with the actual repair.**

In situations where damaged guardrail requires replacement but posts and other hardware are still functional, the repair action may be limited to the replacement of the guardrail only at the discretion of the Engineer. In such cases, payment for the guardrail repair shall be made at the contract unit price for "Steel Beam Guardrail (Rail Only)." Any individual posts damaged may likewise be replaced at the discretion of the Engineer at the contract unit price for "Additional Guardrail Posts." Such prices shall include all incidentals necessary to perform the work, including removal and disposal of the old guardrail, posts, etc.

In the event that an anchor unit is partially damaged and some parts are still functional, then the contractor shall replace damaged parts at the discretion of the Engineer to render a satisfactory and completely functional unit. Where there is damage to the extent that replacement of parts would exceed the cost of a complete new unit, then the unit is to be replaced entirely at the contract bid price of the particular item involved.

Payment will be made under:

| <b>Pay Item</b>                    | <b>Pay Unit</b> |
|------------------------------------|-----------------|
| Steel Beam Guardrail (Rail Only)   | LF              |
| Additional Guardrail Posts (Steel) | Each            |
| Additional Guardrail Posts (Wood)  | Each            |
| Terminal/Extruder/Hammer           | Each            |
| Ground Strut                       | Each            |

|  |      |
|--|------|
| Cable Assembly                                   | Each |
| Cable Anchor Bracket                             | Each |
| Post #1-2  | Each |
| Post #3-8, Steel                                 | Each |
| Wood Breakaway Post with Steel Tube              | Each |
| Wood Breakaway Post, 6'                          | Each |
| Double Faced Guardrail Post                      | Each |
| Buffered End Sections for AT-1, CAT-1            | Each |
| Typical End Shoe                                 | Each |
| Anchor Rail (Replacement Part – Type 350 & M350) | LF   |
| Head (Replacement Part – Type 350 & M350)        | Each |

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

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

862

SP08 R060

#### **Description**

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

#### **Materials**

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

#### **Construction Methods**

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

## Measurement and Payment

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

Payment will be made under:

| Pay Item                           | Pay Unit |
|------------------------------------|----------|
| Guardrail Anchor Units, Type M-350 | Each     |

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

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

862

SP08 R065

#### Description

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

#### Materials

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

Prior to installation the Contractor shall submit to the Engineer:

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

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

#### Construction Methods

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

## Measurement and Payment

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

Payment will be made under:

| <b>Pay Item</b>                  | <b>Pay Unit</b> |
|----------------------------------|-----------------|
| Guardrail Anchor Units, Type 350 | Each            |

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

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

SP08 R075

#### **Description**

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

#### **Materials**

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

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

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

#### **Construction Methods**

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

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

**Measurement and Payment**

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

Payment will be made under:

| <b>Pay Item</b>                   | <b>Pay Unit</b> |
|-----------------------------------|-----------------|
| Impact Attenuator Units, Type 350 | Each            |

**STRUCTURE ANCHOR UNITS, POST ON BOX CULVERT**

**Description**

In locations where the proposed guardrail crosses a shallow Box Culvert and the guardrail cannot be installed in accordance with Standard Drawing 862.01 sheet 10 of 12 of the *Roadway Standard Drawings*, The contractor shall attach the guardrail post to the culvert in accordance with Standard Drawing 862.03 sheet 7 of 7 of the *Roadway Standard Drawings*.

**Measurement and Payment**

The quantity of *Structure Anchor Units, Post on Box Culvert* shall be measured and paid in units of each which have been completed and accepted.

Payment will be made under:

| <b>Pay Item</b>                            | <b>Pay Unit</b> |
|--|-----------------|
| Structure Anchor Unit, Post on Box Culvert | EA              |

## STEEL BEAM GUARDRAIL (RAIL ONLY)

### **Description**

The contractor shall replace the existing guardrail with new rail in locations as directed by the engineer. The guardrail shall be in accordance with section 1046 of the *2012 Roadway Standard Specifications*.

### **Measurement and Payment**

The quantity of such work to be paid for will be the actual number of linear feet of guardrail which has been installed and accepted. Such price and payment will be full compensation for removal and disposal of old guardrail and all incidentals associated with performing this work.

Payment will be made under:

| <b>Pay Item</b>                  | <b>Pay Unit</b> |
|----------------------------------|-----------------|
| Steel Beam Guardrail (Rail Only) | LF              |

## PAINTED GALVANIZED STEEL BEAM GUARDRAIL

(9-19-06) (Rev 2-26-16)

SPI 8-24

### **Description**

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

### **Materials**

Refer to Division 10 of the *2012 Standard Specifications*.

| <b>Item</b>         | <b>Section</b> |
|---------------------|----------------|
| Galvanizing         | 1076           |
| Reflective sheeting | 1088-3         |

Guardrail materials shall meet the requirements of Section 1046 of the *2012 Standard Specifications* except that guardrail materials shall not be water quenched or treated with chromate conversion coatings.

For painted Guardrail Anchor Units, Type 350, Furnish guardrail anchor units listed on the NCDOT [Approved Products List](https://apps.dot.state.nc.us/vendor/approvedproducts/) at <https://apps.dot.state.nc.us/vendor/approvedproducts/> or approved equal.

Prior to installation the Contractor shall submit the following to the Engineer:

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

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

Painting shall be performed in accordance with Section 1080 and Section 442 of the *2012 Standard Specifications* using System 4 as modified herein.

**System 4 (Modified)  
Acrylic Primer and Top Coats**

| Coat         | Material      | Mils Dry/Wet Film Thickness |         |
|--------------|---------------|-----------------------------|---------|
|              |               | Minimum                     | Maximum |
| Primer       | 1080-12 White | 3.0 DFT                     | 5.0 DFT |
| Stripe       | 1080-12 Brown | 4.0 WFT                     | 7.0 WFT |
| Topcoat      | 1080-12 Brown | 2.0 DFT                     | 4.0 DFT |
| <b>Total</b> |               | 5.0 DFT                     | 9.0 DFT |

**Construction Methods**

- (A) *Preparation of galvanized beams and hardware for painting:* Perform surface smoothing by removing or cleaning all zinc high spots, such as metal drip line, by hand or power tools in accordance with SSPC SP 2 or 3. Level zinc material flush with the surrounding plane without removing the base coating.

Abrasive sweep blasting shall be performed in accordance with Section 5.4.1 of ASTM D6386. This section also provides a description of the abrasive blast material to be used. The material and technique used will provide a stripping action to remove corrosion products and to provide a rough surface profile while leaving base zinc layers intact.

All surfaces of the blasted beams and hardware shall be blown down with clean compressed air to provide a clean, dry surface for additional coating to be applied.

All surfaces shall be free of visible zinc oxides or zinc hydroxides.

- (B) (1) *Certification:* Only SSPC QP-3 certified contractor shall shop paint guardrail material.

- (2) *Shop Paint:* Galvanized guardrail beams, both front and back, posts, anchor units and hardware shall be shop painted within 8 hours after surface preparation except paint bolt heads after installation.
- (C) *Repair of Damaged Coating:* Repair damage occurring to the galvanized portion of the coating during shipment or installation in accordance with Articles 1076-7 and 1080-9 of the *2012 Standard Specifications*. Repair damage occurring to the painted portion of the coating during shipment or installation by applying 4.0 to 7.0 wet mils of topcoat with a brush or roller and feather or taper this to be level with the surrounding areas.
- (D) *Guardrail Installation:* Install guardrail in accordance with Section 862, details in the plans, and details and assembling instructions furnished by the manufacturer. Guardrail end delineation shall be applied to the entire end section of all approach and trailing end sections.
- (E) Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the *2012 Standard Specifications* and is incidental to the cost of the guardrail anchor unit.

**Measurement and Payment**

*Painted Steel Beam Guardrail and Painted Steel Beam Guardrail, Shop Curved* will be measured and paid for in accordance with the applicable requirements of Article 862-6 of the *2012 Standard Specifications*.

*Painted Guardrail Anchor Units, Type \_\_\_\_\_* will be measured and paid for in accordance with the applicable requirements of Article 862-6 of the *2012 Standard Specifications*.

*Painted Steel Beam Guardrail Terminal Sections and Painted Additional Guardrail Posts* will be measured and paid for in accordance with the applicable requirements of Article 862-6 of the *2012 Standard Specifications*.

Such price and payment includes, but is not limited to furnishing and erecting posts, offset blocks, rail, terminal sections, miscellaneous hardware, and all other materials, field curving and shop curving of the rail; excavation; furnishing and installing additional guardrail posts and additional offset blocks; backfilling; fabrication; welding; painting, galvanizing; furnishing and installing guardrail delineators and end delineation.

Payment will be made under:

| <b>Pay Item</b>                                       | <b>Pay Unit</b> |
|---|-----------------|
| Painted Galvanized Steel Beam Guardrail               | Linear Foot     |
| Painted Galvanized Steel Beam Guardrail, Shop Curved  | Linear Foot     |
| Painted Galvanized Guardrail Anchor Units, Type _____ | Each            |
| Painted Galvanized Guardrail Terminal Section         | Each            |
| Painted Galvanized Additional Guardrail Posts         | Each            |



## **REPAIR OF DAMAGED CABLE GUIDERAIL**

The installation of Cable Guiderail shall be done in accordance with Section 865 of the NCDOT Standard Specifications. In situations where the cable guiderail requires maintenance, damaged posts are to be replaced as specified by the Engineer. As a part of this installation, undamaged guiderail shall be reset around new posts to restore functionality of the system. When specified by the Engineer, the contractor shall make the appropriate cable splices and repairs to the system prior to retensioning.

Payment will be made under:

| <b>Pay Item</b>                     | <b>Pay Unit</b> |
|-------------------------------------|-----------------|
| Reset Cable Guiderail with New Post | Each            |
| Retension Cable Guiderail           | Each            |
| Splice Cable Guiderail              | Each            |
| Install Cable Guiderail Turnbuckles | Each            |

## MATERIALS

(2-21-12) (Rev. 3-15-16)

1000, 1002, 1005, 1016, 1018, 1024, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092

SP10 R01

Revise the *2012 Standard Specifications* as follows:

**Page 10-1, Article 1000-1, DESCRIPTION, lines 9-10**, replace the last sentence of the first paragraph with the following:

Type IL, IP, IS or IT blended cement may be used instead of Portland cement.

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

If any change is made to the mix design, submit a new mix design (with the exception of an approved pozzolan source change).

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. Define a major change to the mix design as:

- (1) A source change in coarse aggregate, fine aggregate or cement.
- (2) A pozzolan class or type change (e.g. Class F fly ash to Class C fly ash).
- (3) A quantitative change in coarse aggregate (applies to an increase or decrease greater than 5%), fine aggregate (applies to an increase or decrease greater than 5%), water (applies to an increase only), cement (applies to a decrease only), or pozzolan (applies to an increase or decrease greater than 5%).

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

**Page 10-1, Article 1000-2, MATERIALS, line 16; Page 10-8, Subarticle 1000-7(A), Materials, line 8; and Page 10-18, Article 1002-2, MATERIALS, line 9**, add the following to the table of item references:

| <b>Item</b>            | <b>Section</b> |
|------------------------|----------------|
| Type IL Blended Cement | 1024-1         |

**Page 10-1, Subarticle 1000-3(A), Composition and Design, lines 25-27**, replace the second paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced.

**Page 10-2, Subarticle 1000-3(A), Composition and Design, lines 12-21**, delete the third paragraph through the sixth paragraph beginning with “If any change is made to the mix design, submit...” through “...(applies to a decrease only).”

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

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

Page 10-6, Subarticle 1000-4(I), Use of Fly Ash, lines 36-2, replace the first paragraph with the following:

Fly ash may be substituted for cement in the mix design up to 30% at a rate of 1.0 lb of fly ash to each pound of cement replaced. Use Table 1000-1 to determine the maximum allowable water-cementitious material (cement + fly ash) ratio for the classes of concrete listed.

Page 10-7, Table 1000-3, MAXIMUM WATER-CEMENTITIOUS MATERIAL RATIO, delete the table.

Page 10-7, Article 1000-5, HIGH EARLY STRENGTH PORTLAND CEMENT CONCRETE, lines 30-31, delete the second sentence of the third paragraph.

**Page 10-19, Article 1002-3, SHOTCRETE FOR TEMPORARY SUPPORT OF EXCAVATIONS, line 30, add the following at the end of Section 1002:**

**(H) Handling and Storing Test Panels**

Notify the Area Materials Engineer when preconstruction or production test panels are made within 24 hours of shooting the panels. Field cure and protect test panels from damage in accordance with ASTM C1140 until the Department transports panels to the Materials and Tests Regional Laboratory for coring.

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

| <b>TABLE 1005-1<br/>AGGREGATE GRADATION - COARSE AGGREGATE</b> |           |               |           |             |             |             |           |           |            |            |            |             |  |
|--|-----------|---------------|-----------|-------------|-------------|-------------|-----------|-----------|------------|------------|------------|-------------|--|
| <b>Percentage of Total by Weight Passing</b>                   |           |               |           |             |             |             |           |           |            |            |            |             |  |
| <b>Std. Size #</b>   | <b>2"</b> | <b>1 1/2"</b> | <b>1"</b> | <b>3/4"</b> | <b>1/2"</b> | <b>3/8"</b> | <b>#4</b> | <b>#8</b> | <b>#10</b> | <b>#16</b> | <b>#40</b> | <b>#200</b> | <b>Remarks</b>   |
| 4  | 100       | 90-100        | 20-55     | 0-15        | -           | 0-5         | -         | -         | -          | -          | -          | A           | Asphalt Plant Mix  |
| 467M   | 100       | 95-100        | -         | 35-70       | -           | 0-30        | 0-5       | -         | -          | -          | -          | A           | Asphalt Plant Mix  |
| 5  | -         | 100           | 90-100    | 20-55       | 0-10        | 0-5         | -         | -         | -          | -          | -          | A           | AST, Sediment Control Stone                                |
| 57   | -         | 100           | 95-100    | -           | 25-60       | -           | 0-10      | 0-5       | -          | -          | -          | A           | AST, Str. Concrete, Shoulder Drain, Sediment Control Stone |
| 57M  | -         | 100           | 95-100    | -           | 25-45       | -           | 0-10      | 0-5       | -          | -          | -          | A           | AST, Concrete Pavement                                     |
| 6M   | -         | -             | 100       | 90-100      | 20-55       | 0-20        | 0-8       | -         | -          | -          | -          | A           | AST  |
| 67   | -         | -             | 100       | 90-100      | -           | 20-55       | 0-10      | 0-5       | -          | -          | -          | A           | AST, Str. Concrete, Asphalt Plant Mix                      |
| 78M  | -         | -             | -         | 100         | 98-100      | 75-100      | 20-45     | 0-15      | -          | -          | -          | A           | Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains        |
| 14M  | -         | -             | -         | -           | -           | 100         | 35-70     | 5-20      | -          | 0-8        | -          | A           | Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete    |
| 9  | -         | -             | -         | -           | -           | 100         | 85-100    | 10-40     | -          | 0-10       | -          | A           | AST  |
| ABC  | -         | 100           | 75-97     | -           | 55-80       | -           | 35-55     | -         | 25-45      | -          | 14-30      | 4-12B       | Aggregate Base Course, Aggregate Stabilization             |
| ABC (M)  | -         | 100           | 75-100    | -           | 45-79       | -           | 20-40     | -         | 0-25       | -          | -          | 0-12B       | Maintenance Stabilization                                  |
| Light-weight <sup>C</sup>                                      | -         | -             | -         | -           | 100         | 80-100      | 5-40      | 0-20      | -          | 0-10       | -          | 0-2.5       | AST  |

- A. See Subarticle 1005-4(A).
- B. See Subarticle 1005-4(B).
- C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

**Page 10-39, Article 1016-3, CLASSIFICATIONS , lines 27-32, replace with the following:**

Select material is clean, unweathered durable, blasted rock material obtained from an approved source. While no specific gradation is required, the below criteria will be used to evaluate the materials for visual acceptance by the Engineer:

- (A) At least 50% of the rock has a diameter of from 1.5 ft to 3 ft,
- (B) 30% of the rock ranges in size from 2” to 1.5 ft in diameter, and
- (C) Not more than 20% of the rock is less than 2” in diameter. No rippable rock will be permitted.

**Page 10-40, Tables 1018-1 and 1018-2, PIEDMONT, WESTERN AND COASTAL AREA CRITERIA FOR ACCEPTANCE OF BORROW MATERIAL, under second column in both tables, replace second row with the following:**

Acceptable, but not to be used in the top 3 ft of embankment or backfill

**Page 10-46, Article 1024-1, PORTLAND CEMENT, line 33, add the following as the ninth paragraph:**

Use Type IL blended cement that meets AASHTO M 240, except that the limestone content is limited to between 5 and 12% by weight and the constituents shall be interground. Class F fly ash can replace a portion of Type IL blended cement and shall be replaced as outlined in Subarticle 1000-4(I) for Portland cement. For mixes that contain cement with alkali content between 0.6% and 1.0% and for mixes that contain a reactive aggregate documented by the Department, use a pozzolan in the amount shown in Table 1024-1.

**Page 10-46, Table 1024-1, POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE, replace with the following:**

| <b>TABLE 1024-1<br/>POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE</b> |  |
|---|--|
| <b>Pozzolan</b>   | <b>Rate</b>  |
| Class F Fly Ash   | 20% - 30% by weight of required cement content with 1.0 lb Class F fly ash per lb of cement replaced |
| Ground Granulated Blast Furnace Slag                                  | 35%-50% by weight of required cement content with 1.0 lb slag per lb of cement replaced              |
| Microsilica   | 4%-8% by weight of required cement content with 1.0 lb microsilica per lb of cement replaced         |

**Page 10-47, Subarticle 1024-3(B), Approved Sources, lines 16-18, replace the second sentence of the second paragraph with the following:**

Tests shall be performed by AASHTO’s designated National Transportation Product Evaluation Program (NTPEP) laboratory for concrete admixture testing.

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

All fencing material and accessories shall meet Section 106.

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

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

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

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

**Page 10-151, Article 1080-4, INSPECTION AND SAMPLING, lines 18-22,** replace (B), (C) and (D) with the following:

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

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

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

**Page 10-162, Subarticle 1081-1(A), Classifications, lines 4-7,** delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

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

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

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



Page 10-163, Table 1081-1, PROPERTIES OF MIXED EPOXY RESIN SYSTEMS, replace with the following:

| <b>TABLE 1081-1<br/>PROPERTIES OF MIXED EPOXY RESIN SYSTEMS</b> |               |               |               |                |                |                |               |
|---|---------------|---------------|---------------|----------------|----------------|----------------|---------------|
| <b>Property</b>   | <b>Type 1</b> | <b>Type 2</b> | <b>Type 3</b> | <b>Type 3A</b> | <b>Type 4A</b> | <b>Type 4B</b> | <b>Type 5</b> |
| Viscosity-Poises at 77°F ± 2°F                                  | Gel           | 10-30         | 25-75         | Gel            | 40-150         | 40-150         | 1-6           |
| Spindle No.   | -             | 3             | 4             | --             | 4              | 4              | 2             |
| Speed (RPM)   | -             | 20            | 20            | --             | 10             | 10             | 50            |
| Pot Life (Minutes)  | 20-50         | 30-60         | 20-50         | 5-50           | 40-80          | 40-80          | 20-60         |
| Minimum Tensile Strength at 7 days (psi)                        | 1,500         | 2,000         | 4,000         | 4,000          | 1,500          | 1,500          | 4,000         |
| Tensile Elongation at 7 days (%)                                | 30 min.       | 30 min.       | 2-5           | 2-5            | 5-15           | 5-15           | 2-5           |
| Min. Compressive Strength of 2" mortar cubes at 24 hours        | 3,000 (Neat)  | 4,000-        | 6,000-        | 6,000 (Neat)   | 3,000          | 3,000          | 6,000         |
| Min. Compressive Strength of 2" mortar cubes at 7 days          | 5,000 (Neat)  | -             | -             | -              | -              | 5,000          | -             |
| Maximum Water Absorption (%)                                    | 1.5           | 1.0           | 1.0           | 1.5            | 1.0            | 1.0            | 1.0           |
| Min. Bond Strength Slant Shear Test at 14 days (psi)            | 1,500         | 1,500         | 2,000         | 2,000          | 1,500          | 1,500          | 1,500         |

Page 10-164, Subarticle 1081-1(E), Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace with the following:

- (3) Type of the material in accordance with Articles 1081-1 and 1081-4,

**Page 10-165, Subarticle 1081-1(E)(6), line 1**, in the first sentence of the first paragraph replace “AASHTO M 237” with “the specifications”.

**Page 10-165, Subarticle 1081-1(E), Prequalification, line 9-10**, delete the second sentence of the last paragraph.

**Page 10-165, Subarticle 1081-1(F), Acceptance, line 14**, in the first sentence of the first paragraph replace “Type 1” with “Type 3”.

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

**Page 10-170, Article 1081-3, HOT BITUMEN, line 9**, add the following at the end of Section 1081:

#### **1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS**

##### **(A) General**

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

##### **(B) Classification**

The types of epoxies and their uses are as shown below:

**Type I** – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

**Type II** – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

**Type III** – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

**Type IV** – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

##### **(C) Requirements**

Epoxies shall conform to the requirements set forth in AASHTO M 237.

##### **(D) Prequalification**

Refer to Subarticle 1081-1(E).

##### **(E) Acceptance**

Refer to Subarticle 1081-1(F).

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

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision “Thermal Sprayed Coatings (Metallization)” with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall

receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

**Page 10-174, Subarticle 1086-1(B)(1), Epoxy, lines 18-24,** replace with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

**Page 10-175, Subarticle 1086-2(E), Epoxy Adhesives, line 27,** replace "Section 1081" with "Article 1081-4".

**Page 10-177, Subarticle 1086-3(E), Epoxy Adhesives, line 22,** replace "Section 1081" with "Article 1081-4".

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

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

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

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

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

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

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

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

Refer to attached details and Standards Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of the lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs use opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the area is protected barrier or guardrail. When personnel and/ or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer.

Conduct the work simultaneously on both sides of an open travel way within the same location on a two lane, two way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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

A separate bid item, **Traffic Control on Primary or Multi-lane Roads**, will be used to compensate the contractor for the installation of necessary lane closures on roads where deemed necessary by the Engineer. All approved lane closure(s) for each primary or multi-lane road will be specified in the NCDOT Guardrail/Cable Guiderail Repair Work Order Form, which will include time requirements. No lane closures shall be permitted on Holidays.

All other minor and less extensive traffic control will be incidental to the work, and will be included in the unit bid price for the guardrail items included in the contract.

## **WORK ZONE SIGNING**

(01-17-12)

### **Description**

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

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

All work zone signs may be portable.

### **Construction Methods**

#### **(A) Advance Warning Work Zone Signs**

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2012 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the repair.

#### **(B) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the repair in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2012 Roadway Standard Drawings*.

### **Measurement of Payment**

No direct payment will be made for providing work zone signs.

## 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*.

## ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

### **Division 2**

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

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

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

### **Division 3**

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

### **Division 4**

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

#### **Division 6**

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

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

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

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

#### **Division 7**

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

#### **Division 8**

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

#### **Division 10**

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

#### **Division 12**

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

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

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

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

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

#### **Division 15**

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

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

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

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

#### **Division 17**

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

## **PLANT AND PEST QUARANTINES**

### **(Imported Fire Ant, Gypsy Moth, Witchweed, 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.

## AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2016)

Z-6

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

### TITLE VI AND NONDISCRIMINATION

#### **I. Title VI Assurance**

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

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

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

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

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

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

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

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

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

## **II. Title VI Nondiscrimination Program**

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends

nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

#### *Nondiscrimination Assurance*

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

#### *Obligation*

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

### **FILING OF COMPLAINTS**

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

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

**Federal Highway Administration**, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

**Federal Highway Administration**, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8<sup>th</sup> Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

**Federal Transit Administration**, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5<sup>th</sup> Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

**Federal Aviation Administration**, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

| Protected Categories | Definition   | Examples   | Applicable Statutes and Regulations                                  |  |
|----------------------|--|--|--|--|
|                      |  |  | FHWA   | FTA  |
| Race                 | An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group | Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200 | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B |
| Color                | Color of skin, including shade of skin within a racial group   | Black, White, brown, yellow, etc.  |  |  |
| National Origin      | Place of birth. Citizenship is not a factor. Discrimination  | Mexican, Cuban, Japanese, Vietnamese,  |  |  |

|            |  |  |  |  |
|------------|--|--|--|--|
|            | based on language or a person's accent is also covered.              | Chinese  |  |  |
| Sex        | Gender   | Women and Men  | 1973 Federal-Aid Highway Act   | Title IX of the Education Amendments of 1972 |
| Age        | Persons of any age   | 21 year old person   | Age Discrimination Act of 1975   |  |
| Disability | Physical or mental impairment, permanent or temporary, or perceived. | Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic | Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 |  |

### **III. Pertinent Nondiscrimination Authorities**

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

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

(10-16-07) (Rev. 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](http://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.

**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 |
|----------------------------|----------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>WBE |          |                  |                          |                          |
| <b>Name</b><br><br>Address | MBE<br><br>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:

*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.*

## 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 |
|-----------------------|------------|----------|------------------|--------------------------|--------------------------|
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| Address               | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| Address               | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| Address               | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| Address               | WBE        |          |                  |                          |                          |
| <b>Name</b>           | MBE        |          |                  |                          |                          |
| Address               | 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.*

## LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

|                  |                        |
|------------------|------------------------|
| <b>CONTRACT:</b> | <b>NAME OF BIDDER:</b> |
|------------------|------------------------|

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

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please check all that apply:  
 Minority Business Enterprise (MBE) \_\_\_\_\_  
 Women Business Enterprise (WBE) \_\_\_\_\_  
 Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

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

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ \_\_\_\_\_

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

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

**Affirmation**

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

\_\_\_\_\_  
**Name of MBE/ WBE/ DBE Subcontractor**

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**SUBSTITUTE FORM W-9**  
**VENDOR REGISTRATION FORM**  
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

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

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.)     | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.)           |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.)    | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.)  |
| <input type="checkbox"/> OTHER / SPECIFY _____                |   |

**SOCIAL SECURITY NO.** \_\_\_\_ - \_\_\_\_ - \_\_\_\_ (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.** \_\_\_\_ - \_\_\_\_ (Employer Identification #)

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

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_  
**CITY, STATE, ZIP:** \_\_\_\_\_

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

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

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

**IRS CERTIFICATION**

Under penalties of perjury, I certify that:

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

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**

**To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.**

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

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

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

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

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

of \_\_\_\_\_ County

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

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

**NOTARY SEAL**

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

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

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

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

**SIGNATURE OF CONTRACTOR**

|                             |                             |
|-----------------------------|-----------------------------|
| _____                       |                             |
| Full Name of Partnership    |                             |
| _____                       |                             |
| Address as Prequalified     |                             |
| _____                       | By _____                    |
| Signature of Witness        | Signature of Partner        |
| _____                       | _____                       |
| Print or type Signer's name | Print or type Signer's name |

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

of \_\_\_\_\_ County

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

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

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

\_\_\_\_\_ Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

of \_\_\_\_\_ County

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

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



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

**JOINT VENTURE (2) or (3)**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

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

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

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

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

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

*If Corporation, affix Corporate Seal* and

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

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

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

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

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

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

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

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

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

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

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

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

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

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

Trading and doing business as

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

of \_\_\_\_\_ County

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

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

of \_\_\_\_\_ County

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

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

## **DEBARMENT CERTIFICATION**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality 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.

**ADDENDUM(S)**

(3-3-2014)

ADDENDUM #1

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #3.

# North Carolina Department of Transportation

## P. O. CONTRACT BID FORM

Work Order Number: 10.106019, etc.

Description: Installation and Repair of Guardrail and Cable Guiderail on Various Primary and Secondary Roads

County: Mecklenburg County

| LINE NO. | MASTER ITEM NO. | SEC NO. | ITEM DESCRIPTION                                  | EST. QUANT. | UNIT | UNIT PRICE | AMOUNT BID |
|----------|-----------------|---------|---|-------------|------|------------|------------|
| 1        | 2724000000-E    | 857     | Precast Reinforced Concrete Barrier, Single Faced | 100         | LF   |            |            |
| 2        | 3000000000-N    | SP      | Impact Attenuator Unit, Type 350                  | 4           | EA   |            |            |
| 3        | 3030000000-E    | 862     | Steel Beam Guardrail (With Steel Post)            | 1000        | LF   |            |            |
| 4        | 3030000000-E    | 862     | Steel Beam Guardrail (With Wood Post)             | 1000        | LF   |            |            |
| 5        | 3045000000-E    | 862     | Steel Beam Guardrail, Shop Curve                  | 100         | LF   |            |            |
| 6        | 3105000000-N    | 862     | Steel Beam Guardrail, Terminal Section            | 5           | EA   |            |            |
| 7        | 3150000000-N    | SP      | Additional Guardrail Posts (Steel)                | 100         | EA   |            |            |
| 8        | 3150000000-N    | SP      | Additional Guardrail Posts (Wood)                 | 100         | EA   |            |            |
| 9        | 3195000000-N    | 862     | Guardrail Anchor Unit, Type AT- 1                 | 5           | EA   |            |            |
| 10       | 3210000000-N    | 862     | Guardrail Anchor Unit, Type CAT-1                 | 5           | EA   |            |            |
| 11       | 3215000000-N    | 862     | Guardrail Anchor Unit, Type III                   | 2           | EA   |            |            |
| 12       | 3270000000-N    | SP      | Guardrail Anchor Unit, Type 350                   | 30          | EA   |            |            |
| 13       | 3285000000-N    | SP      | Guardrail Anchor Unit, Type M-350                 | 5           | EA   |            |            |
| 14       | 3317000000-N    | 862     | Guardrail Anchor Unit, Type B-77                  | 2           | EA   |            |            |
| 15       | 3319000000-N    | 862     | Guardrail Anchor Unit, Type B-83                  | 2           | EA   |            |            |
| 16       | 3345000000-E    | 864     | Remove and Reset Existing Guardrail               | 500         | LF   |            |            |
| 17       | 3360000000-E    | 863     | Remove Existing Guardrail                         | 300         | LF   |            |            |
| 18       | 3420000000-E    | SP      | Steel Beam Guardrail (Rail Only)                  | 1000        | LF   |            |            |
| 19       | 3420000000-E    | SP      | Anchor Rail (Replacement Part – Type 350 & M350)  | 300         | LF   |            |            |
| 20       | 3420000000-E    | SP      | Painted Galvanized Steel Beam Guardrail           | 200         | LF   |            |            |
| 21       | 3435000000-N    | SP      | Head (Replacement Part – Type 350 & M350)         | 5           | EA   |            |            |
| 22       | 3435000000-N    | SP      | Typical End Shoe                                  | 5           | EA   |            |            |
| 23       | 3435000000-N    | SP      | Additional Offset Blocks                          | 50          | EA   |            |            |
| 24       | 3435000000-N    | SP      | Buffered End Section For AT-1, CAT-1              | 10          | EA   |            |            |
| 25       | 3435000000-N    | SP      | Structure Anchor Units, Post on Box Culvert       | 5           | EA   |            |            |
| 26       | 3435000000-N    | SP      | Terminal/Extruder/Hammer                          | 10          | EA   |            |            |

|    |               |    |  |     |    |  |  |
|----|---------------|----|--|-----|----|--|--|
| 27 | 3435000000-N  | SP | Ground Strut                                       | 10  | EA |  |  |
| 28 | 3435000000-N  | SP | Cable Assembly                                     | 10  | EA |  |  |
| 29 | 3435000000-N  | SP | Cable Anchor Bracket                               | 10  | EA |  |  |
| 30 | 3435000000-N  | SP | Post # 1-2, Steel                                  | 10  | EA |  |  |
| 31 | 3435000000-N  | SP | Post # 3-8, Steel                                  | 10  | EA |  |  |
| 32 | 3435000000-N  | SP | Wood Breakaway Post with Steel Tube                | 10  | EA |  |  |
| 33 | 3435000000-N  | SP | Wood Breakaway Post, 6'                            | 10  | EA |  |  |
| 34 | 3435000000-N  | SP | Reset Cable Guiderail with New Post                | 200 | EA |  |  |
| 35 | 3435000000-N  | SP | Retension Cable Guiderail                          | 50  | EA |  |  |
| 36 | 3435000000-N  | SP | Splice Cable Guiderail                             | 10  | EA |  |  |
| 37 | 3435000000-N  | SP | Install Cable Guiderail Turnbuckles                | 12  | EA |  |  |
| 38 | 3435000000-N  | SP | Painted Galvanized Guardrail Anchor Unit, Type 350 | 4   | EA |  |  |
| 39 | 3435000000-N  | SP | Painted Galvanized Guardrail Anchor Unit, Type III | 2   | EA |  |  |
| 40 | 3435000000-N  | SP | Painted Galvanized Additional Guardrail post       | 20  | EA |  |  |
| 41 | 46000000000-N | SP | Traffic Control (Primary and Multilane Roads Only) | 50  | EA |  |  |
|    |               |    |  |     |    |  |  |

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

CONTRACTOR \_\_\_\_\_ Federal ID No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contr. License No. \_\_\_\_\_

\_\_\_\_\_ Telephone No. \_\_\_\_\_

Vendor Number \_\_\_\_\_

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

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

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

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

