# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION 03 DISTRICT 01

# CONTRACT PROPOSAL SMALL BUSINESS ENTERPRISE

| WBS ELEMENT: 3.106711 & 3.206711 and 3.               | <u>107111 &amp; 3.207111</u> |
|---|------------------------------|
| COUNTY: Onslow & Pender                               |                              |
| ROUTES: Various                                       |                              |
| <b>DESCRIPTION</b> : Construction of Various Concrete | Items                        |
|   |                              |
|   |                              |
| BID OPENING: Thursday, June 19, 2014 at 2:00 P.       | .M.                          |

NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

Notice: A NC General Contractor's license is not required nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those 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.

#### **RETURN BIDS TO:**

North Carolina Department of Transportation Lloyd G. Royall, Jr., PLS Division 3 Engineer's Office 5501 Barbados Blvd. Castle Hayne, NC 28429

| INSTRUCTIONS TO BIDDERS  | 3  |
|--|----|
| GENERAL GELANDARD PROVINCIANA                                      |    |
| GENERAL STANDARD PROVISIONS  | 4  |
| GENERAL  | 4  |
| CONTRACT TIME  | 4  |
| AUTHORITY OF THE ENGINEER  | 4  |
| AVAILABILITY OF FUNDS - CONTRACT TERMINATION                       | 5  |
| BANKRUPTCY   | 5  |
| SMALL BUSINESS ENTERPRISE PROGRAM                                  | 5  |
| DEFAULT OF CONTRACT  |    |
| ENGINEERING CONTROL  | 6  |
| EROSION, SILTATION, AND POLLUTION CONTROL                          | 6  |
| GIFTS FROM VENDORS AND CONTRACTORS                                 | 6  |
| LIABILITY INSURANCE  |    |
| MATERIALS  | 8  |
| MINIMUM WAGES  |    |
| ON-THE-JOB TRAINING  |    |
| PAYMENT  |    |
| POSTED WEIGHT LIMITS   |    |
| SAFETY AND ACCIDENT PROTECTION                                     |    |
| UTILITY CONFLICTS  |    |
| WORKERS' COMPENSATION INSURANCE                                    |    |
| NOTES TO CONTRACTOR  |    |
| COOPERATION BETWEEN CONTRACTORS                                    |    |
| DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT |    |
| DRIVEWAYS AND PRIVATE PROPERTY                                     |    |
| NOTIFICATION OF OPERATIONS   |    |
| PLAN, DETAIL AND QUANTITY ADJUSTMENTS                              |    |
| PLANT AND PEST QUARANTINES   |    |
| SUBSURFACE INFORMATION   |    |
| MAINTENANCE OF PROJECT   |    |
| PRECONSTRUCTION CONFERENCE   |    |
| PROSECUTION AND PROGRESS   |    |
| CONCRETE ISLAND CHANNEL POST                                       |    |
| REMOVE AND REPLACE CURB RAMPS:                                     |    |
| DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS                |    |
| REMOVAL OF EXISTING CURB AND GUTTER, SIDEWALK,                     |    |
| DRIVEWAY, MONOLITHIC ISLAND, AND PAVED DITCH                       |    |
| FLASHING ARROW PANELSTEMPORARY TRAFFIC CONTROL (TTC):              |    |
|  |    |
| CONTRACT BID FORM  | 37 |
| SMALL BUSINESS ENTERPRISE  | 39 |
| CONTRACTOR'S SELF CERTIFICATION                                    | 30 |

### **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 if required
- **8.** Bids submitted by corporations shall bear the seal of the corporation.
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 11. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 3 ENGINEER'S OFFICE AT 5501 Barbados Blvd., Castle Hayne, N.C. 28401 BY 2:00 PM ON Thursday, June 19, 2014
- **12.** The sealed bid must display the following statement on the front of the sealed envelope:

#### COMPANY NAME:

QUOTATION FOR WORK ORDER :3.106711 & 3.206711 and 3.107111 & 3.207111, CONSTRUCTION OF VARIOUS CONCRETE ITEMS IN ONSLOW & PENDER COUNTY TO BE OPENED AT 2:00 PM ON THURSDAY, JUNE 19, 2014

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

North Carolina Department of Transportation Lloyd G. Royall, Jr., PLS Division 3 Engineer's Office 5501 Barbados Blvd. Castle Hayne, NC 28429

#### AWARD OF CONTRACT

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

### **General Standard Provisions**

#### **GENERAL**

This contract is for <u>Construction of Various Concrete Items</u> in <u>Onslow & Pender</u> County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation <u>Standard Specifications for Roads and Structures 2012</u>, the North Carolina Department of Transportation <u>Roadway Standards Drawings</u> 2012, 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 <u>Standard Specifications</u>.

#### **CONTRACT TIME**

(7-20-99) (Rev. 12-18-07) 108 SPI G04

The date of availability for this contract is **July 7, 2014**, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is **June 30, 2015**.

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

The liquidated damages for this contract are \$350.00(Three Hundred Fifty Dollars) per calendar day.

#### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 03, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

#### AVAILABILITY OF FUNDS – CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled worked 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.

#### **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.

#### SMALL BUSINESS ENTERPRISE PROGRAM

DDC\_SBE (2-15-2011)

Bids are being solicited for this project under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this Program, a NC General Contractor's License **is not required** nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those 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.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. Additional information and forms on the program may be obtained online at: <a href="https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx">https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx</a>

Do not submit the forms with the Bid Documents. Send completed forms to:

> Contractual Services Unit ATTN: SBE 1509 Mail Service Center Raleigh, NC 27699-1509

#### DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare 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 and will result in the forfeiture of all or a portion of the contract price as described elsewhere in this contract.

#### **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. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

#### EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the <u>Standard Specifications</u>. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the <u>Standard Specifications</u>, and in locations directed by the Engineer or his representative.

#### GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09) SP1 G152

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

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

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

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

#### LIABILITY INSURANCE

(11-18-08) SPI G80

## Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

(2-21-12) (Rev. 12-18-12) 1000, 1005, 1080, 1081, 1092 SP10 R01

Revise the 2012 Standard Specifications as follows:

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

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

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

|                               | TABLE 1000-1<br>REQUIREMENTS FOR CONCRETE              |                            |                       |                               |                           |   |                      |           |           |               |           |
|-------------------------------|--|----------------------------|-----------------------|-------------------------------|---------------------------|---|----------------------|-----------|-----------|---------------|-----------|
| of<br>te                      | om<br>gth<br>tys                                       | Maximum Water-Cement Ratio |                       |                               | Consistency Max.<br>Slump |   | Cement Content       |           |           |               |           |
| Class of<br>Concrete          | Min. Com<br>p. Strength<br>at 28 days                  | Air-Entrained<br>Concrete  |                       | Non Air-Entrained<br>Concrete |                           | Vibrat<br>ed                                | Non-<br>Vibrat<br>ed | Vibrated  |           | Non- Vibrated |           |
| <b>5</b>                      |  | Rounded<br>Aggregate       | Angular<br>Aggre-gate | Rounded<br>Aggregate          | Angular<br>Aggre-gate     | į Š   | Z E                  | Min.      | Max.      | Min.          | Max.      |
| Units                         | psi  |                            |                       | 00 0                          |                           | 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           | -         |
| В                             | 2,500  | 0.488                      | 0.567                 | 0.559                         | 0.630                     | 2.5   | 4                    | 508       | -         | 545           | -         |
| B Slip Formed                 | 2,500  | 0.488                      | 0.567                 | -                             | -                         | 1.5   | -                    | 508       | -         | -             | -         |
| Sand Light-<br>weight         | 4,500  | -                          | 0.420                 | -                             | -                         | 4   | -                    | 715       | -         | -             | -         |
| Latex<br>Modified             | 3,000 7 day  | 0.400                      | 0.400                 | -                             | -                         | 6   | -                    | 658       | -         | -             | -         |
| Flowable Fill excavatable     | 150 max.<br>at 56 days                                 | as needed                  | as needed             | as needed                     | as needed                 | -   | Flow-able            | -         | -         | 40            | 100       |
| Flowable Fill non-excavatable | 125  | as needed                  | as needed             | as needed                     | as needed                 | -   | Flow-able            | -         | -         | 100           | as needed |
| Pavement                      | 4,500<br>design, field<br>650 flexural,<br>design only | 0.559                      | 0.559                 | -                             | -                         | 1.5<br>slip<br>form<br>3.0<br>hand<br>place | -                    | 526       | -         | -             | -         |
| Precast                       | See Table<br>1077-1                                    | as needed                  | as needed             | -                             | -                         | 6   | as needed            | as needed | as needed | as needed     | as needed |
| Prestress                     | per contract   | See Table<br>1078-1        | See Table<br>1078-1   | -                             | -                         | 8   | -                    | 564       | as needed | -             | -         |

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

A. See Subarticle 1005-4(A).B. See Subarticle 1005-4(B).C. For Lightweight Aggregat

For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Light-weight<sup>C</sup> Size# 467M ABC 57M ABC 14M 78M  $\mathbb{Z}$ 6M 67 57 9 4 S 100 2 100 1 1/2" 100 100 100 100 100 95-100 90-AGGREGATE GRADATION - COARSE AGGREGATE 90-75-100 75-97 100 100 95-100 95-100 20-55 r 1 0-15 3/4" 90-100 90-20-55 35-70 Percentage of Total by Weight Passing 1/2" 100 98-100 20-55 25<sub>-</sub>45 45. 79 55<sub>-</sub> 60 0-20 0-30 3/8" 0-5 80-100 100 0-5 100 75-100 20-55 **TABLE 1005-1** 0-10 0-10 0-10 0-5 85-100 0-8 5<u>-</u> 20-40 35-55 35<sub>-</sub> 20-45 #4 0-20 5-20 0-15 0-5 0-5 0-5 #8 10 40 ı #10 25<sub>-</sub> 0-25 0-10 0-10 #16 #40 14-30 0-2.54-12<sup>B</sup> о-12**в** ➣ ➣ ➣  $\triangleright$ ➣  $\triangleright$ ▶  $\triangleright$ ➣ ➣ Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains AST, Sediment Control Stone Maintenance Stabilization AST, Weep Hole Drains, AST, Concrete Pavement Aggregate Base Course, Aggregate Stabilization Sediment Control Stone AST, Str. Concrete, Shoulder Drain, Asphalt Plant Mix, AST, Str. Concrete, Asphalt Plant Mix Asphalt Plant Mix Asphalt Plant Mix Str. Concrete Remarks AST AST

<sup>9</sup> 

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

| TABLE 1078-1<br>REQUIREMENTS FOR CONCRETE   |        |        |  |  |  |
|---|--------|--------|--|--|--|
| Property  28 Day Design Compressive Strength 6,000 psi or less  28 Day Design Compressive Streng greater than 6,000 psi |        |        |  |  |  |
| 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 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A.

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

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A with the following:

| <b>TABLE 1092-3</b>                                   |
|---|
| MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A |
| (Candelas Per Lux Per Square Meter)                   |

| Observation<br>Angle, degrees | Entrance<br>Angle,<br>degrees | White | Yellow | Green | Red | Blue | Fluorescent<br>Yellow Green | Fluorescent<br>Yellow |
|-------------------------------|-------------------------------|-------|--------|-------|-----|------|-----------------------------|-----------------------|
| 0.2                           | -4.0                          | 525   | 395    | 52    | 95  | 30   | 420                         | 315                   |
| 0.2                           | 30.0                          | 215   | 162    | 22    | 43  | 10   | 170                         | 130                   |
| 0.5                           | -4.0                          | 310   | 230    | 31    | 56  | 18   | 245                         | 185                   |
| 0.5                           | 30.0                          | 135   | 100    | 14    | 27  | 6    | 110                         | 81                    |
| 1.0                           | -4.0                          | 120   | 60     | 8     | 16  | 3.6  | 64                          | 48                    |
| 1.0                           | 30.0                          | 45    | 34     | 4.5   | 9   | 2    | 36                          | 27                    |

#### MINIMUM WAGES

(7-21-09)

#### FEDERAL:

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

#### **STATE:**

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

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

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

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

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

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

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

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

#### **Description**

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

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

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

#### **Minorities and Women**

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

#### **Assigning Training Goals**

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

#### **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
Truck Drivers
Carpenters
Concrete Finishers

Office Engineers
Estimators
Iron / Reinforcing Steel Workers
Mechanics

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  |

13

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.

#### **PAYMENT**

P&R\_DDC 8-06-2009

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 <u>Standard Specifications</u>. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

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

All invoices must be accompanied with the DBE-IS form even if no Subcontractors payments were made. Payment request shall not be processed without said form filled out and attached.

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

North Carolina Department of Transportation Attention: Robert A Vause, P.E. 295 Wilmington Hwy Suite A Jacksonville, NC 28540

Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered

#### POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

#### SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 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.

#### **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 interupted, 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.

#### WORKERS' COMPENSATION INSURANCE

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

**ERRATA** 

(1-17-12) (Rev. 1-21-14) Z-4

Revise the 2012 Standard Specifications as follows:

#### **Division 2**

- Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".
- Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".
- Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; Line 12, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and Line 33, replace "(6) Approval" with "(4) Approval".

#### **Division 3**

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

#### **Division 4**

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

#### **Division 6**

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

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

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

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

#### **Division 8**

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

#### **Division 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:  $W = LD\sqrt{P} + 148,000$ 

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".

### **Project Special Provisions**

#### NOTES TO CONTRACTOR

The Contractor's attention is directed to the following:

The Contractor shall not close more than one lane of traffic without prior approval of the Engineer.

Portable "Road Construction Ahead" signs may be used in lieu of post mounted signs, as directed by the Engineer.

The Standard Specifications, Section 104-5, "Overruns and Underruns of Contract Quantities" is amended to exclude the item of "Borrow Excavation".

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. The submittal form is included on the last 3 pages of the proposal document. Additional information on the program may be obtained online at:

https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx

If you do not need this form, please remove if from the bid package before you return the bid package. To be considered eligible to bid you must be on the SBE list before bid opening time.

#### COOPERATION BETWEEN CONTRACTORS

(7-1-95) RG 133

The Contractor's attention is directed to Article 105-7 of the 2012 Standard Specifications.

(Other Project Location-See Insert)

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

# DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the <u>Standard Specifications</u> concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade.

The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement.

Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

#### DRIVEWAYS AND PRIVATE PROPERTY

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

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

#### NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. It should be noted that grading, draining, and stabilizing operations on the subject routes will be performed by Departmental Forces. All routes may not be available by the above listed date.

#### PLAN, DETAIL AND QUANTITY ADJUSTMENTS

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

#### 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 <a href="http://www.ncagr.gov/plantind/">http://www.ncagr.gov/plantind/</a> 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.

#### SUBSURFACE INFORMATION

(7-1-95) SPI G112

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

#### MAINTENANCE OF PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the <u>Standard Specifications</u>.

#### PRECONSTRUCTION CONFERENCE

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

#### PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the <u>Standard Specifications</u>.

Work shall only be performed when weather and visibility conditions allow safe operations.

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

#### CONCRETE ISLAND CHANNEL POST

04-18-07

All concrete or paved channelization islands shall have a 12 inch diameter round or square smooth wall hole drilled, cored, formed or air hammered to the sub-grade and back-filled with soil placed a minimum of 10 feet from the nose of each end of the island (see Rdy Std Dwg 904.50), or as directed by the Engineer. All sign supports that are to be erected in either existing or proposed concrete or paved channelization islands shall meet the same requirements.

#### **REMOVE AND REPLACE CURB RAMPS:**

(8-16-11)(Rev. 8-21-12)

848

R8 R127

#### Description

Remove and replace curb ramps as directed by the Engineer. Perform all work in accordance with Section 848 of the 2012 Standard Specifications. Construct detectable warnings consisting of integrated raised truncated domes on curb ramps in accordance with the 2012 Standard Specifications, plan details, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and this provision.

#### **Materials**

Detectable warning for curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the 2012 Standard Specifications.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the 2012 Standard Specifications.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron

castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the 2012 Standard Specifications. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the 2012 Standard Specifications may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

#### **Construction Methods**

- (A) Prior to placing detectable warnings in concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the 2012 Standard Specifications.
- (B) Install all detectable warning in concrete curb ramps in accordance with the manufacturer's recommendations.

#### **Measurement and Payment**

Detectable Warnings installed where curb ramps are to be removed and replaced will not be paid separately. Such payment will be included in the price bid for *Remove and Replace Curb Ramps*.

Remove and Replace Curb Ramps will be measured and paid in units of each. Such price includes, but is not limited to, excavating and backfilling, sawing the existing sidewalk or driveway and furnishing and installing truncated domes. Removal and disposal of existing curb ramps will be incidental to the work performed.

Payment will be made under:

Pay ItemPay UnitRemove and Replace Curb RampsEach

#### DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS

(10-21-03) (Rev. 8-16-11) 848 SP8 R125

#### **Description**

Construct detectable warnings consisting of raised truncated domes to retrofit existing curb ramps in accordance with the plan details, Section 848 of the 2012 Standard Specifications, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and these provisions.

#### **Materials**

Detectable warning for retrofitting existing curb ramps shall consist of raised truncated domes. The description, size and spacing shall conform to Section 848 of the 2012 Standard Specifications.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Products List.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and when constructed of precast concrete they shall conform to the material requirements of Article 848-2 of the 2012 Standard Specifications.
- (B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and may be comprised of other materials including, but not limited to, clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile, which are applied directly to the curb ramps by incorporating into or attaching to the existing ramp floor. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners, anchors, or adhesives for attachment in the existing ramp and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the 2012 Standard Specifications. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Subarticle 106-1(B) of the 2012 Standard Specifications may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

#### **Construction Methods**

- (A) Prior to placing detectable warnings in existing concrete curb ramps, saw cut to the full depth of the concrete, for other material remove as necessary, and adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the 2012 Standard Specifications.
- (B) Install all detectable warning to retrofit existing curb ramps in accordance with the manufacturer's recommendations.

#### **Measurement and Payment**

Retrofit Existing Curb Ramps with detectable warnings constructed of any type material will be paid as the actual number of retrofitted curb ramps, completed and accepted. Such price and payment will be full compensation for excavating and backfilling; sawing, repairing and replacing portions of the existing curb ramp within the pay limits for retrofit shown on the detail; pavement repairs; furnishing and placing detectable warnings, construction joints and removing and disposing of portions of the existing curb ramp when required and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay ItemPay UnitRetrofit Existing Curb RampEach

# REMOVAL OF EXISTING CURB AND GUTTER, SIDEWALK, DRIVEWAY, MONOLITHIC ISLAND, AND PAVED DITCH

The contractor shall furnish all equipment and labor necessary for removing existing curb and gutter, sidewalk, driveway, monolithic island, and paved ditch when applicable, and as directed by the Engineer. Saw cutting of asphalt pavement as necessary for the removal shall be incidental to the bid item. The Contractor will be required to dispose of all curb and gutter, sidewalk, driveway, monolithic island, or paved ditch material removed. The Contractor will only be allowed to remove all the above items that he can replace in the same day. If the Contractor removes more of the above items than he can replace on a given day then the Contractor shall backfill all open trenches prior to halting operations for that day. Once the trench is open, backfilling and reopening the trench shall be done at no cost to the Department. Basis of payment will be the unit bid price under Removal of Existing Curb and Gutter per linear foot, Removal of Existing Sidewalk per square yard, Removal of Existing Driveway per square yard, Removal of Monolithic Island per square yard, Removal of Paved Ditch per square yard and will cover all incidentals involved in executing said work.

#### Payment will be made under:

| Pay Item                              | Pay Unit |
|---------------------------------------|----------|
| Removal of Existing Curb & Gutter     | LF       |
| Removal of Existing Sidewalk          | SY       |
| Removal of Existing Driveway          | SY       |
| Removal of Existing Monolithic Island | SY       |
| Removal of Existing Paved Ditch       | SY       |

#### FLASHING ARROW PANELS

The Contractor shall provide Flashing Arrow Panels when multiple lane are to be closed.

Basis of payment will be the unit bid price under **Flashing Arrow Panels** per **Day**, and will cover all incidentals involved in executing said work

Payment will be made under:

Pay ItemPay UnitFlashing Arrow PanelsDAY

#### **TEMPORARY** traffic Control (TTC):

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



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

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the 2012 Roadway Standard Drawings. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the 2012 Roadway Standard Drawings when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the 2012 Standard Specifications and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the 2012 Roadway Standard Drawings. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, 2012 Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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

#### TRAFFIC OPERATIONS:

#### 1) Drop-Off Requirements and Time Limitations:

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

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

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

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

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

#### 2) Project Requirements:

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

- 1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919-773-2800 or Traffic Services for additional traffic control guidance, as necessary.
- 2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.

- 3. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
- 4. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
- 5. If lane closure restrictions apply, see Special Provision, "Intermediate Contract Times and Liquidated Damages".
- 6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install the following portable signs to warn drivers of the conditions. These are to include, but not limited to "Rough Road" (W8-8), "Uneven Lanes" (W8-11), and "Grooved Pavement" (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

#### 3) Work Zone Signing:

#### **Description**

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

#### (A) Installation

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

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

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

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

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

#### (B) Sign Removal

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

#### (C) Lane Closure Work Zone Signs

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

#### 4) Measurement and Payment:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be considered incidential to all other line items.

#### NON COLLUSION AFFIDAVIT

#### **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, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

### SIGNATURE OF CONTRACTOR Full name of Corporation Address as prequalified Attest \_\_\_ By Secretary/Assistant Secretary President/Vice President/Assistant Vice President Select appropriate title Select appropriate title Print or type Signer's name Print or type Signer's name CORPORATE SEAL AFFIDAVIT MUST BE NOTARIZED **NOTARY SEAL** Subscribed and sworn to before me this the \_\_\_\_\_, day of \_\_\_\_\_\_, 20\_ Signature of Notary Public Of \_\_\_\_\_County

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

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

#### 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, 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 Manager Witness's Signature Print or type Signer's name Print or type Signer's Name AFFIDAVIT MUST BE NOTARIZED NOTARY SEAL Subscribed and sworn to before me this the day of 20. Signature of Notary Public of \_\_\_\_\_County State of \_\_\_\_\_

**EXECUTION OF BID** 

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

#### 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, 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

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

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

#### SIGNATURE OF CONTRACTOR

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

| (1)      |                                      |  |   |
|----------|--------------------------------------|--|---|
| (2)      |                                      | Name of Joint Venture                          |   |
| (2)      |                                      | Name of Contractor                             |   |
|          |                                      | Address as prequalified                        |   |
|          | Signature of Witness or Attest       | Ву   | 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       | Ву   | 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 Vent           | ure 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 |  |   |
| TARY SEA |                                      | NOTARY SEAL                                    | NOTARY SEA                                      |
|          | t be notarized for Line (2)          | Affidavit must be notarized for Line (3)       | Affidavit must be notarized for Line (4)        |
|          | ad sworn to before me this20         | Subscribed and sworn to before me thisday of20 | Subscribed and sworn to before me this day of20 |
|          | Notary PublicCounty                  | Signature of Notary Public ofCou               | Signature of Notary Public unty ofCounty        |
|          | County                               | State of                                       |   |
|          | ion Expires:                         | My Commission Expires:                         | My Commission Expires:                          |
| Commissi | ion Expires:                         | My Commission Expires:                         | My Commission Expires:                          |

#### 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, 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.

|                            | SIGNATUR          | RE OF CONTRACTOR                      |
|----------------------------|-------------------|---------------------------------------|
| Name of Contractor         |                   |                                       |
|                            |                   | Individual name                       |
|                            |                   |                                       |
| Trading and doing busing   | ness as           |                                       |
|                            |                   | Full name of Firm                     |
|                            |                   |                                       |
|                            | Address as Pro    | equalified                            |
|                            |                   |                                       |
|                            |                   |                                       |
| Signature o                | f Witness         | Signature of Contractor, Individually |
| Print or type S            | igner's name      | Print or type Signer's name           |
|                            |                   |                                       |
|                            | AFFIDAVIT N       | MUST BE NOTARIZED                     |
| Subscribed and sworn to be | efore me this the | NOTARY SEAL                           |
| day of                     | 20                |                                       |
| day or                     | 20                |                                       |
| Signature of No            | <br>otary Public  |                                       |
|                            |                   |                                       |
| of                         | County            |                                       |
| State of                   |                   |                                       |
| M.C E .                    |                   |                                       |
| My Commission Expires:_    |                   |                                       |

#### 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, 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 **NOTARY SEAL** \_\_\_\_ day of \_\_\_\_\_ 20\_\_. Signature of Notary Public of \_\_\_\_\_County State of \_\_\_\_\_

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

#### **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, 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.

### 

#### **DEBARMENT CERTIFICATION**

#### Conditions for certification:

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

#### **DEBARMENT CERTIFICATION**

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

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

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this

| submittal. An explanation                       | on will not necessarily result in denial of participation in a contract.                                 |
|---|--|
| Failure to submit a non bid being considered no | -collusion affidavit and debarment certification will result in the prequalified bidder's on-responsive. |
|   | Check here if an explanation is attached to this certification.  |

### **North Carolina Department of Transportation**

### **CONTRACT BID FORM**

WBS Element Number: :3.106711 & 3.206711 and 3.107111 & 3.207111 **Construction of Various Concrete Items - Onslow & Pender County** 

| ITEM | DESC NO.     | SECT | DESCRIPTION  | QTY  | UNIT | UNIT PRICE | AMOUNT BID |
|------|--------------|------|--|------|------|------------|------------|
| 10   | 0000100000   | 800  | Mobilization                                       | 10   | EA   |            |            |
| 20   | 2535000000-E | 846  | 8" x 18" Concrete Curb                             | 100  | LF   |            |            |
| 30   | 2542000000-E | 846  | 1' - 6" Concrete Curb and Gutter                   | 100  | LF   |            |            |
| 40   | 2538000000-E | 846  | 2' - 0" Concrete Curb and Gutter                   | 500  | LF   |            |            |
| 50   | 2549000000-E | 846  | 2' – 6" Concrete Curb and Gutter                   | 1500 | LF   |            |            |
| 60   | 2577000000-E | 846  | Concrete Expressway Gutter                         | 100  | LF   |            |            |
| 70   | 2591000000-E | 848  | 4" Concrete Sidewalk                               | 60   | SY   |            |            |
| 80   | 2600000000-N | SP   | Retrofit Existing WCR with Raised Truncated Domes  | 20   | EA   |            |            |
| 90   | 2605000000-N | 848  | Concrete Wheelchair Ramps                          | 5    | EA   |            |            |
| 100  | 2612000000-E | 848  | 6" Concrete Driveway                               | 200  | SY   |            |            |
| 110  | 2619000000-E | 850  | 4" Concrete Paved Ditch                            | 50   | SY   |            |            |
| 120  | 2647000000-E | 852  | 5" Monolithic Concrete Island<br>(Surface Mounted) | 500  | SY   |            |            |
| 130  | 2655000000-E | 852  | 5" Monolithic Concrete Island<br>(Keyed In)        | 200  | SY   |            |            |
| 140  | 2738000000-E | SP   | 6" Concrete Slab<br>(Incidental Concrete)          | 200  | SY   |            |            |
| 150  | 2738000000-E | SP   | Removal of Sidewalk                                | 60   | SY   |            |            |
| 160  | 2738000000-E | SP   | Removal of Driveway                                | 50   | SY   |            |            |
| 170  | 2738000000-E | SP   | Removal of Concrete Paved Ditch                    | 50   | SY   |            |            |
| 180  | 2738000000-E | SP   | Removal of Monolithic Concrete Island              | 500  | SY   |            |            |
| 190  | 2752000000-E | SP   | Removal of Existing Curb and Gutter                | 500  | LF   |            |            |
| 200  | 4609000000-N | SP   | Flashing Arrow Panel                               | 20   | DAY  |            |            |
|      |              |      |  |      |      |            |            |

| CONTRACTOR  |  |                         |
|---|--|-------------------------|
| ADDRESS   |  |                         |
| Federal Identification Number   |  |                         |
| Contractors License Number  |  |                         |
| Authorized Agent  | Title                                  | CORPORATE<br>SEAL       |
| Signature   | Date                                   |                         |
| Witness   | Title                                  | CORPORATE<br>SEAL       |
| Signature   | Date                                   |                         |
| Point of Contact for Post-Bid Inquires (e.g.,   | , Letters of Intent, Insurance, Bonds, | and Contract Execution) |
| Name  |  |                         |
| Email   |  |                         |
| Phone   |  |                         |
|   |  |                         |
| THIS SECTION TO BE COMPLETED B<br>This bid has been reviewed in accordance with Article 1 |  |                         |
| Reviewed by   | Date                                   |                         |
| Accepted by NCDOT   | Date                                   |                         |

### State of North Carolina Department of Transportation



### **Small Business Enterprise**

#### **Contractor's Self Certification**

(2/08)

Send completed form to:

Contractual Services Unit ATTN: SBE 1509 Mail Service Center Raleigh, NC 27699-1509

| (Name of BUSINESS)                                 |              |              |       |
|--|--------------|--------------|-------|
| (Owner's Name – First Middle Last)(Title)          |              |              |       |
| (Street Address)                                   | (City)       | (State)      | (Zip) |
| (Mailing address) if different from street address | (City)       | (State)      | (Zip) |
| (Business Telephone)                               | (Fax Number) | (Cell Phone) |       |

A Business with an annual gross income over \$1.5 million (exclusive of materials) is not eligible to participate in the North Carolina Department of Transportation (NCDOT) Small Business Enterprise (SBE) Program.

I hereby certify that the Business listed above meets the criteria for the NCDOT Small Business Enterprise Program. Insurance as required by NCDOT shall be in the name of the Business and certificate of insurance shall be attached to the contract proposal as required. The above Business shall have its own financial resources. Information submitted may be subject to verification by NCDOT. False statements could result in all applicable civil and criminal penalties being imposed, including but not limited to the above firm being barred from doing business with NCDOT.

The Business shall comply with all terms and conditions of any contract awarded. The contract consists of, but is not necessarily limited to the proposal or "bid" submitted, the plans for the project, the specifications for the project and any supplemental agreements entered into.

#### NOTE - AFFIDAVIT MUST BE NOTARIZED

| COUNTY OF                               |  |                          |
|---|--|--------------------------|
| [                                       | , A Notary Public for said County                  | , do hereby certify that |
| pe                                      | rsonally appeared before me this day and acknowled | lged the due execution   |
| of the foregoing instrument. Witness my | hand and official seal, this day of                | 20                       |
|   | } Seal:  |                          |
| (Owner's Signature)                     | (Notary P  | rublic)                  |
| (Title)                                 | My commission expires                              |                          |
| · · · · /                               |  |                          |

#### **State of North Carolina** Department of Transportation



# **Enterprise**

Send completed form to:

#### **Contractual Services Unit**

ATTN: SBE 1509 Mail Service Center Raleigh, NC 27699-1509

Name of Business \_ Contractor's License No. (if available): **Directions:** *Indicate the type*(s) *of work your firm is interested in bidding on:* **Preparation for Paving** Hauling ☐ Cement Treatment Base Course ☐ Hauling (Asphalt) Hauling (General) includes gravel, sand, debris, ☐ Soil Cement Base rubble, etc. **Paving Landscaping and Erosion Control** Asphalt Concrete Plant Mix Paving Mowing ☐ Asphalt surface treatment ☐ Silt Fence ☐ Painting Steel Structure ☐ Landscape Planting ☐ Roadway Excavation ☐ Seeding and Mulching ☐ Concrete Pavement ☐ Clearing ☐ Milling Asphalt Pavement ☐ Grubbing **Pavement Finishing Masonry and Incidental Concrete** ☐ Pavement Marking ☐ Brick masonry construction ☐ Permanent Signing Concrete curb and gutter etc. ☐ Fence ☐ Incidental Concrete Construction (includes ☐ Guardrail sidewalks, driveways, wheelchair ramps, etc.) Safety and ITS **Concrete Structures** Sign lighting systems Concrete Barrier Signal traffic management system ☐ Bridges and Box Culverts Work Zone Signing ☐ Reinforcing Steel Other **Drainage** ☐ Building removal and demolition Subsurface Drainage ☐ Pipe Culverts **Utility Installation** Waterline Installation ☐ Sanitary Sewer Installation ☐ Construction Surveying The following information is collected for reporting purposes only Please indicate gender of firm's owner: Please indicate ethnicity of firm's owner: ☐ Asian/Pacific American ☐ Male ☐ African American ☐ Female ☐ Caucasian American ☐ Hispanic American Native American

State of North Carolina Department of Transportation

Subcontinent Asian American

| Division |              | District 1                 | Di        | District 2  |  | strict 3    |
|----------|--------------|----------------------------|-----------|-------------|--|-------------|
|          | One          | □ Camden                   |           | Bertie      |  | Chowan      |
|          |              | □ Currituc                 | k 🗖       | Hertford    |  | Hyde        |
|          |              | <ul><li>Dare</li></ul>     |           | Northampton |  | Martin      |
|          |              | □ Gates                    |           | 1           |  | Tyrrel      |
|          |              | <ul><li>Pasquota</li></ul> | ank       |             |  | Washington  |
|          |              | □ Perquim                  |           |             |  | C           |
|          | Two          | □ Beaufort                 |           | Carteret    |  | Greene      |
|          |              | □ Pitt                     |           | Craven      |  | Jones       |
|          |              |                            |           | Pamlico     |  | Lenoir      |
|          | Three        | □ Pender                   |           | Duplin      |  | Brunswick   |
|          |              | <ul><li>Pender</li></ul>   |           | Sampson     |  | New Hanover |
|          | Four         | □ Edgecon                  | nbe 🗆     | Nash        |  | Johnston    |
|          |              | □ Halifax                  |           | Wilson      |  | Wayne       |
|          | Five         | □ Wake                     |           | Durham      |  | Franklin    |
| -        |              |                            |           | Granville   |  | Vance       |
|          |              |                            |           | Person      |  | Warren      |
|          | Six          | □ Robeson                  |           | Cumberland  |  | Bladen      |
| _        | -            |                            |           | Harnett     |  | Columbus    |
|          | Seven        | □ Alamano                  |           | Guilford    |  | Caswell     |
| _        | 50,022       | □ Orange                   |           |             |  | Rockingham  |
|          | Eight        | □ Chatham                  | 1 0       | Hoke        |  | Montgomery  |
| _        |              | □ Randolp                  |           | Lee         |  | Richmond    |
|          |              |                            | -         | Moore       |  | Scotland    |
|          | Nine         | □ Davidson                 |           | Davie       |  | Scotiana    |
| _        | 1 (111)      | □ Rowan                    | -         | Forsyth     |  |             |
|          |              |                            |           | Stokes      |  |             |
|          | Ten          | □ Cabarrus                 |           | Mecklenburg |  | Anson       |
| _        | - 011        | □ Stanly                   |           |             |  | Union       |
|          | Eleven       | □ Alleghar                 | ıv 🕒      | Avery       |  | Ashe        |
| _        | 110 ( 011    | □ Surry                    |           | Caldwell    |  | Wilkes      |
|          |              | □ Yadkin                   |           | Watauga     |  | 1111100     |
|          | Twelve       | □ Clevelan                 |           | Alexander   |  | Lincoln     |
| _        | 1 110116     | □ Gaston                   |           | Iredell     |  | Catawba     |
|          | Thirteen     | □ Burke                    |           | Buncombe    |  | Cata ii Oa  |
| _        | I IIII UCCII | □ McDowe                   | _         | Madison     |  |             |
|          |              | □ Mitchell                 |           | Yancey      |  |             |
|          |              | □ Rutherfo                 |           | 1 anccy     |  |             |
| _        | Fourteen     | ** 1                       |           | Haywood     |  | Cherokee    |
|          | Fourteen     |                            |           | •           |  |             |
|          |              | □ Polk                     | vania   D | Jackson     |  | Craham      |
|          |              | □ Transylv                 | ania 🗀    | Swain       |  | Graham      |
|          |              |                            |           |             |  | Macon       |