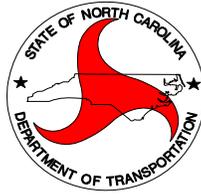


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FIVE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBER: Various **ROUTE:** Various
COUNTY: Durham, Franklin, Granville, Person, Vance, Wake and Warren
DESCRIPTION: Annual Needs for Compost Seeding of Eroding Areas
BID OPENING: 2:00 p.m., Wednesday, June 12, 2013

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. THESE LAWS REQUIRE THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR GENERAL CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

DIVISION ENGINEER
ATTENTION: Michael J. Kneis, PE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
2612 NORTH DUKE STREET
DURHAM, NC 27704

<u>INSTRUCTIONS TO BIDDERS</u>	5
<u>PURCHASE ORDER CONTRACT</u>	7
<u>STANDARD PROVISIONS</u>	7
GENERAL	7
SMALL BUSINESS ENTERPRISE PROGRAM.....	7
CONTRACT TIME	7
TERM OF THE CONTRACT	7
INTERMEDIATE CONTRACT TIME NUMBER (1) AND LIQUIDATED DAMAGES.....	8
INTERMEDIATE CONTRACT TIME NUMBER (2) AND LIQUIDATED DAMAGES.....	9
INTERMEDIATE CONTRACT TIME NUMBER (3) AND LIQUIDATED DAMAGES....	10
AUTHORITY OF THE ENGINEER	10
TRAFFIC CONTROL AND WORK ZONE SAFETY	11
SAFETY VESTS	12
MATERIALS AND TESTING	12
PROSECUTION AND PROGRESS	12
SUPERVISION BY CONTRACTOR	12
WORK SITE CLEANUP	12
CONTRACT PAYMENT AND PERFORMANCE BOND	13
LIABILITY INSURANCE	13
WORKERS' COMPENSATION INSURANCE.....	13
SUBLETTING OF CONTRACT.....	13
DEFAULT OF CONTRACT	13
CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME.....	13
PROMPT PAYMENT	13
PAYMENT AND RETAINAGE.....	14
BANKRUPTCY.....	14
DRIVEWAYS AND PRIVATE PROPERTY	14
DEBARMENT STATEMENT.....	15
RESOURCE CONSERVATION.....	15
GIFTS FROM VENDORS AND CONTRACTORS	15
EMPLOYMENT	16
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE.....	16
TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS.....	16
<u>SPECIAL PROVISIONS</u>	19
NOTIFICATION OF WORK	19
INSPECTION	19
TOLL FACILITY REIMBURSEMENT	19
TOLL TRAFFIC COORDINATION.....	19
NO MAJOR CONTRACT ITEMS	19
NO SPECIALTY ITEMS	19
COMPOST SEEDING OF ERODING AREAS.....	20
MATERIALS.....	21
NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY	23
TRAFFIC CONTROL.....	26
SITE CLEAN UP	ERROR! BOOKMARK NOT DEFINED.
CONTRACT BID QUANTITIES.....	26
ERRATA	27
MINIMUM WAGES.....	28
ON-THE-JOB TRAINING.....	28
<u>VICINITY MAPS</u>	
<u>NON COLLUSION AFFIDAVIT</u>	
<u>PURCHASE ORDER CONTRACT BID FORM</u>	

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. Bidders must be prequalified for the type of work they wish to perform prior to submitting a 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 (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 2612 North Duke Street Durham, NC 27704 BY 2:00 p.m., on Wednesday, June 12, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation for Annual Needs for Compost Seeding to be opened at 2:00
p.m., on Wednesday, June 12, 2013.**

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

**Division Engineer
North Carolina Department Of Transportation
ATTENTION: Michael J. Kneis, PE
2612 North Duke Street
Durham, NC 27704**

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 102-10) 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.

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for compost stabilization of eroding areas along various routes in Durham, Franklin, Granville, Person, Vance Wake and Warren Counties. The work shall consist of but not be limited to labor, materials, supervision and equipment.

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 Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation 2012 Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), with the exception that bid bonds are *not* required.

The quantities stated in the Bid Form are estimates and are not guaranteed.

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

This contract shall be bid by certified small business contractors only who are prequalified for the type of work they wish to perform.

SMALL BUSINESS ENTERPRISE PROGRAM

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/>. SBE contracts are limited to \$500,000 per year.

CONTRACT TIME

The date of availability for this project is July 1, 2013. The Contractor may **NOT** begin work prior to this date. If the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is June 30, 2014 or at the limit of \$500,000 dollars per year. The Contractor shall submit a bid for one year.

TERM OF THE CONTRACT

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three years total). The year for the renewal periods shall begin July 1 and end June 30 of the following year. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by April 15 if the contract may be extended. The Contractor must notify the Engineer in writing by May 1 of his

acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

INTERMEDIATE CONTRACT TIME NUMBER (1) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not close or narrow a lane of traffic on ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES** during the following time restrictions or as directed by the Engineer:

ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.

MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic or shoulder on **ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **9 a.m.** December 31st and **4 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **9 a.m.** Thursday and **4 p.m.** Monday.
4. For **Memorial Day**, between the hours of **9 a.m.** Friday and **4 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **9 a.m.** the day before Independence Day and **4 p.m.** the day after Independence Day.

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

6. For **Labor Day**, between the hours of **9 a.m.** Friday and **4 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **9 a.m.** Tuesday and **4 p.m.** Monday.
8. For **Christmas**, between the hours of **9 a.m.** the Friday before the week of Christmas Day and **4 p.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

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

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen minutes or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER (2) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not close or narrow a lane of traffic on ALL INTERSTATE AND TOLL FACILITIES** during the following time restrictions or as directed by the Engineer:

INTERSTATE AND TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 3:30 P.M. TO 8:00 P.M.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **9 a.m.** December 31st and **3:30 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **3:30 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **9 a.m.** Thursday and **3:30 p.m.** Monday.
4. For **Memorial Day**, between the hours of **9 a.m.** Friday and **3:30 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **9 a.m.** the day before Independence Day and **3:30 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **9 a.m.** the Thursday before Independence Day and **3:30 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **9 a.m.** Friday and **3:30 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **9 a.m.** Tuesday and **3:30 p.m.** Monday.
8. For **Christmas**, between the hours of **9 a.m.** the Friday before the week of Christmas Day and **3:30 p.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

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

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

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

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **fifteen** minutes or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER (3) AND LIQUIDATED DAMAGES

The contractor, as directed by the Engineer, will have **thirty (30)** calendar days upon notification to respond and complete **compost seeding** work.

The time of availability for this intermediate contract time will be the day and time that the Contractor receives notification to perform fence work.

The completion date for this intermediate contract time will be the date which is **thirty (30)** consecutive calendar days after and including the date the Contractor receives notification to perform **compost seeding** work.

Liquidated damages for this contract are Fifty Dollars (\$50.00) per calendar day.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Roadside Environmental Engineer, Division 5, Division of Highways, North Carolina Department of Transportation, acting directly or through her 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. Her decision shall be final and she shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7 of the Standard Specifications.

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

Payment will be made for the signing and traffic control item(s) that have been included in the contract. No direct payment will be made for providing other signing and traffic control item(s), as the cost of same will be considered incidental to the work being paid for under those various signing and traffic control item(s) that have been included unless stated otherwise.

SAFETY VESTS

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

MATERIALS AND TESTING

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

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

PROSECUTION AND PROGRESS

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

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

SUPERVISION BY CONTRACTOR

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

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

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

WORK SITE CLEANUP

The Contractor shall clean the work sites of all debris, excess excavations, waste packing material, scraps, etc. At the end of each work day the site shall be clear and clean. The Contractor shall not throw any waste material in any storm sewers or streams. All disturbed areas of vegetation shall be graded, seeded and mulched as required in the Standard

Specifications for Roads and Structures 2012. The Contractor shall be responsible for damage to private and/or public property resulting from the work.

CONTRACT PAYMENT AND PERFORMANCE BOND

Due to the nature of this project, no performance or payments bonds will be required.

LIABILITY INSURANCE

The Contractor shall provide liability insurance conforming to the requirements of Article of 107-15 of the Standard Specifications.

WORKERS' COMPENSATION INSURANCE

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

SUBLETTING OF CONTRACT

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

DEFAULT OF CONTRACT

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

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, **prior** to submitting the final invoice payment. Once an invoice is received and accepted that is marked as "Final", the Contractor shall be barred from recovery.

PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers

Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to

make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

PAYMENT AND RETAINAGE

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

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Division Freeway Manager.

**Division Freeway Manager
N.C. Department of Transportation
1533 Mail Service Center (Mail)
Raleigh, NC 27699-1533
1636 Gold Star Drive (Delivery)
Raleigh, NC 27607**

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

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.

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.

DEBARMENT STATEMENT

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

RESOURCE CONSERVATION

(5-21-13)

104-13

SP1 G118

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

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

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

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

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.

EMPLOYMENT

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

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS

(8-21-12)

1101.02

SP11 R10

Revise the *2012 Roadway Standard Drawings* as follows:

Drawing No. 1101.02, Sheet 12, TEMPORARY LANE CLOSURES, replace General Note #11 with the following:

11- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR “IN LANE” ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

12- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

Drawing No. 1101.02, Sheet 13, TEMPORARY LANE CLOSURES, replace General Note #12 with the following:

12- TRUCK MOUNTED CHANGEABLE MESSAGE SIGNS (TMCMS) USED ON SHADOW VEHICLES FOR “IN LANE” ACTIVITIES SHALL BE A MINIMUM OF 43" X 73". THE DISPLAY PANEL SHALL HAVE FULL MATRIX CAPABILITY WITH THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM

CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

13- TMCMS USED FOR ADVANCED WARNING ON VEHICLES LOCATED ON THE SHOULDER MAY BE SMALLER THAN 43" X 73". THE DISPLAY PANEL SHALL HAVE THE CAPABILITY TO PROVIDE 2 MESSAGE LINES WITH 7 CHARACTERS PER LINE WITH A MINIMUM CHARACTER HEIGHT OF 18". FOR ADDITIONAL MESSAGING, CONTACT THE WORK ZONE TRAFFIC CONTROL SECTION.

Special Provisions

NOTIFICATION OF WORK

The NCDOT will notify the Contractor of each location on the state highway system where seeding work is to be performed. The Contractor will be notified of work needed at the various locations by the Engineer or his representative by telephone, fax or e-mail.

The contractor shall only perform seeding work as directed by the Engineer.

INSPECTION

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

TOLL FACILITY REIMBURSEMENT

The Contractor, as directed by the Engineer, may have to perform seeding work on toll facilities. **The Contractor will be responsible for paying the applicable tolls. The Department will not reimburse the Contractor for tolls paid during performance of the seeding work as this will be considered incidental to the pay items included in the contract.**

TOLL TRAFFIC COORDINATION

The Contractor shall notify the NCTA and the Traffic Management Center (TMC) at least 24 hours in advance of any traffic control installation. The TMC can be notified by phone at 919-825-2700, or by email at ncta_tmc@ncdot.gov. The Contractor shall also contact the TMC with any updates or changes to traffic control during activities, including completion of work.

NO MAJOR CONTRACT ITEMS

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

104

SP1 G31

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

NO SPECIALTY ITEMS

(7-1-95)

108-6

SP1 G34

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

COMPOST SEEDING OF ERODING AREAS

This contract is for the placement of compost seeding on eroding areas along various routes in Division Five. The contractor will be responsible for providing minimal soil preparation, application of seed and or soil amendments, applying an approved compost material along with seed, all necessary for the permanent establishment of grasses and legumes along identified slopes; all in accordance with these specifications. The Contractor will furnish labor, equipment, and material necessary to prepare and stabilize eroding slopes.

The contractor shall apply compost material and seed through the use of a pneumatic mulch truck capable of discharging compost material from a flexible hose onto a pre-determined location. The equipment shall be in good operating condition and operated by properly trained and qualified personnel. The Personnel operating the equipment shall be the responsibility of the contractor and the contractor shall be responsible for employees during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation.

Compensation for meeting the specifications outlined herein shall be based on square yard coverage with a uniform depth of 1 inch.

All workmanship shall be in accordance with the Standard Special Provisions, Project Special Provisions and Provisions contained in the applicable sections of the North Carolina Department of Transportation's Standard Specifications for Roads and Structures dated January 2012.

SOIL PREPARATION

The Contractor is responsible for providing soil preparation at the target locations to be Compost Seeded. Scarification, puncture, cutting or otherwise loosening the soil within the target location to a minimum depth of 2 inches shall be achieved unless otherwise directed by the Engineer. Remove all rocks and debris greater than 6 inches. Compost Seeding should not be applied to areas with significant gully erosion. Determination of what constitutes significant gully erosion will be made by the Engineer.

COMPOST SEEDING

Areas to be Compost seeded, including allowable staging areas, will be identified/approved by the Engineer. The area to be Compost Seeded shall be prepared by the contractor to provide a dressed, firm, and stable area. Compost material meeting the specifications as outlined in the Materials section of this contract shall be used in the stabilization of slopes. The appropriate seed as specified in the Materials section of this contract shall be mixed in the pneumatic (blower) truck as the compost material is actively being loaded to allow for adequate distribution of seed within the compost material to be applied. The contractor shall ensure the target location has a uniform coverage of grass seed. A uniform minimum coverage of 1 inch thick compost material shall be applied from a pneumatic (blower) truck delivery hose on areas identified/approved by the Engineer. The application of fertilizer, limestone, grain straw or erosion control matting is not required for areas Compost Seeded.

MEASUREMENT AND PAYMENT

Soil Preparation will be considered incidental to the Compost Seeding application. No additional compensation will be provided for soil preparation activities.

Compost seeding will be measured and paid for as the actual number of acres covered and accepted at the target location. Such payment shall be full compensation for furnishing and applying seed and compost material. Areas will be measured and paid to the nearest hundredth of an acre.

Payment will be made under:

Pay Item	Pay Unit
Compost Seeding	Acre

MATERIALS

Compost material

Compost material shall be well de-composed stable, weed free, organic compost meeting AASHTO MP-10, Standard for Standard Specification for Compost for Erosion/Sediment Control (Compost Blankets) derived from a variety of feedstocks including forestry, food, or industrial residuals; bio-solids (treated sewage sludge); leaf and yard trimmings; or tree wood with no objectionable odors or substances toxic to plants. It should meet the following specifications as derived using Test Methods for Examining Composting and Compost (TMECC):

Parameters	Reported as (units of measure)	Compost material to be vegetated
pH	pH units	5.0 - 8.5
Soluble Salt Concentration (electrical conductivity)	dS/m (mmhos/cm)	Maximum 5
Moisture Content	%, wet weight basis	30 – 60
Organic Matter Content	%, dry weight basis	25 – 65
Particle Size (aggregate size)	% passing a selected mesh size, dry weight basis	3” 100% 1” 90% minimum ¾” 65% minimum ¼” 50% maximum
Stability Carbon Dioxide Evolution Rate	mg CO ₂ -C per g OM per day	< 8
Maturity Seed germination	%, compared to control	=/> 80% <i>(Only applicable with erosion control composts to be seeded)</i>
Trace Elements/Heavy Metals	ppm (mg/kg) on dry weight basis	Meets US EPA Part 503 EQ Concentration Limits

Pathogens	MPN/4 grams or MPN/gram of total solids	Salmonella < 3 MPN/4 grams of total solids or Fecal Coliform <1000 MPN/gram of total solids
Inert contamination (man-made)	%, dry weight	< 1.0 %

Compost Processing – Compost material shall be processed through proper thermophilic composting, meeting the US Environmental Protection Agency’s definition for a “process to further reduce pathogens” (PFRP).

Compost Testing – All compost suppliers will participate in the U.S. Composting Council’s Seal of Testing Assurance (STA) Program. The compost supplier will test all compost products within 90 calendar days prior to application. Samples will be taken using the STA sample collection protocol. The sample collection protocol can be obtained from the U.S. Composting Council at 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741, Phone: 631-737-4931, <<http://www.compostingcouncil.org/>>.

The compost sample shall be sent to an independent STA Program-approved lab. A complete list of laboratories can be found on the internet at <<http://www.compostingcouncil.org/programs/sta/labs.php>> or by contacting the U.S. Composting Council directly. The compost supplier will pay for the test. **A copy of the approved independent STA Program laboratory test report shall be submitted to the Engineer prior to initial installation of the compost. Seven (7) working days prior to installation, the Contractor shall submit a sample of each type of compost to be used on the project to the Engineer.**

Before compost application, the contractor shall provide the Engineer with a copy of the compost producer's compost technical data sheet with reference to NCDOT specifications, a copy of the compost producers Seal of Testing Assurance certification, and appropriate documentation assuring that the source of compost material has been properly permitted by the North Carolina Department of Environment and Natural Resources.

The compost technical data sheet should include:

1. Laboratory analytical test results.
2. Directions for product use.
3. List of product ingredients.

Seed-Refer to Division 10 Seed Article 1060-4

The kinds and rates of seed shall be as stated below (**in pounds per acre**) unless otherwise directed by the Engineer.

FOR DIVISIONS 5, 7, 9-14

August 15 – January 1

- 75# Tall Fescue
- 15# Kentucky Bluegrass
- 30# Hard Fescue
- 25# Sericea Lespedeza
- 10# Rye Grain
- 25# Unhulled Bermudagrass

Approved Tall Fescue Cultivars (All Divisions)

2nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	Dominion
Lexington	Rembrandt		

Approved Kentucky Bluegrass Cultivars (All Divisions)

Alpine	Bariris	Envicta	Rugby II
Apollo	Bedazzled	Impact	Showcase
Arcadia	Bordeaux	Midnight	Sonoma
Arrow	Champagne	Midnight II	
Award	Chicago II	Rugby	

Approved Hard Fescue Cultivars (All Divisions)

Chariot	Minotaur	Reliant IV	Stonehenge
Firefly	Nordic	Rhino	Warwick
Heron	Oxford	Scaldis II	
Kenblue	Reliant II	Spartan II	

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

(5-17-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod,

Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass

Bermudagrass
Browntop Millet
German Millet – Strain R
Clover – Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue

Japanese Millet
Reed Canary Grass
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

TRAFFIC CONTROL

The Contractor shall maintain traffic, provide traffic control and conduct all phases of his work in accordance with Section 1101 of the Standard Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the North Carolina Supplement to the MUTCD and per direction of the Engineer.

The Contractor shall begin removal of the traffic control items upon notification of the Engineer.

Payment for traffic control items shall include all cones, drums, signing, changeable message signs, flashing arrow boards, truck mounted impact attenuators, flaggers and incidentals included to install, shift and remove the lane closure as shown in Roadway Standard Drawing 1101.02 Sheets 1 thru 15 and shoulder closure as shown in Roadway Standard Drawing 1101.04 Sheet 1 of 1.

If a lane or shoulder closure is not required work zone traffic control signing shall be considered incidental to the seeding operations and no direct payment will be made for the signs.

Lane closure pay items will be measured and paid for in units of each per site where the Contractor has installed traffic control. The nature of the work is such that the traffic control may be required to setup multiple sites within a workday. Multiple seeding sites along the same route will be considered one site.

Payment will be made under:

Pay Item	Pay Unit
Lane Closure, Undivided Multi-Lane Facility	Each
Lane Closure, Divided Multi-Lane Facility	Each
Shoulder Closure with Crash Truck	Each
Shoulder Closure without Crash Truck	Each

CONTRACT BID QUANTITIES

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

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

Contractor's pricing shall be based on the estimated quantities per Division. These estimated amounts are submitted to assist contractors in the bidding process. Estimated quantities are not to be regarded as actual requirements. The State shall not be obligated to purchase any specific quantity.

ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at

least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

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

Measurement and Payment

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

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

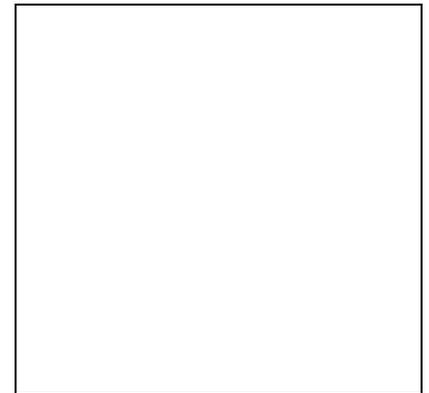
NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

Subscribed and sworn to me this the _____ day of _____, _____.

_____ of _____ County, State of _____ .
(SIGNATURE OF NOTARY PUBLIC)

My commission expires _____ .



NOTARY SEAL

**North Carolina Department of Transportation
PURCHASE ORDER CONTRACT BID FORM**

Work Order: VARIOUS

Description: ANNUAL NEEDS COMPOST SEEDING OF ERODING AREAS

County: DURHAM, FRANKLIN, GRANVILLE, PERSON, VANCE, WARREN AND WAKE

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	COMPOST SEEDING	75	AC		
2	SP	LANE CLOSURE, UNDIVIDED MULTI-LANE FACILITY	5	EA		
3	SP	LANE CLOSURE, DIVIDED MULTI-LANE FACILITY	5	EA		
4	SP	SHOULDER CLOSURE WITH CRASH TRUCK	5	EA		
5	SP	SHOULDER CLOSURE WITHOUT CRASH TRUCK	5	EA		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

FEDERAL I.D. NO. _____

CONTRACTOR LICENSE NO. _____

AUTHORIZED AGENT _____

TITLE _____

SIGNATURE _____

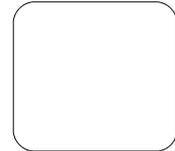
DATE _____

WITNESS _____

TITLE _____

SIGNATURE _____

DATE _____



CORPORATE SEAL