

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 7

PROPOSAL

DATE AND TIME OF BID OPENING: MAY 7, 2015 AT 11:00 A.M.

CONTRACT ID: D7POC106

WBS ELEMENT NO.: 21IM.07, 21IM.09

**COUNTY: ALAMANCE, DAVIDSON, FORSYTH, GUILFORD &
ROWAN**

**TYPE OF WORK: PREVENTIVE MAINTENANCE AND REPAIR OF VIDEO
SURVEILLANCE CAMERAS**

NOTICE:

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

THIS IS A ROADWAY PROJECT.

BID BONDS ARE NOT REQUIRED.

NAME OF BIDDER

LICENSE NUMBER

ADDRESS OF BIDDER

PROPOSAL
FOR THE CONSTRUCTION OF
CONTRACT No. D7POC106 IN ALAMANCE, DAVIDSON, FORSYTH, GUILFORD,
and ROWAN, NORTH CAROLINA

Date _____ 20____

DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D7POC106**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC106** in **ALAMANCE, DAVIDSON, FORSYTH, GUILFORD, and ROWAN** COUNTIES for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

TABLE OF CONTENTS

<u>PROPOSAL.....</u>	<u>2</u>
<u>TABLE OF CONTENTS</u>	<u>3</u>
<u>INSTRUCTIONS TO BIDDERS.....</u>	<u>5</u>
<u>PROJECT SPECIAL PROVISIONS.....</u>	<u>6</u>
GENERAL.....	6
CONTRACT TIME AND LIQUIDATED DAMAGES:	6
TERM OF CONTRACT.....	6
BASIS OF AWARD.....	7
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES	7
REPAIR TIME RESTRICTIONS AND LIQUIDATED DAMAGES	8
PROSECUTION OF WORK.....	8
NO MAJOR CONTRACT ITEMS:	9
NO SPECIALTY ITEMS:.....	9
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:.....	9
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):.....	9
CONTRACTOR'S LICENSE REQUIREMENTS:.....	23
RESOURCE CONSERVATION:	23
OUTSOURCING OUTSIDE THE USA:.....	23
GIFTS FROM VENDORS AND CONTRACTORS:.....	23
LIABILITY INSURANCE:.....	24
EMPLOYMENT:.....	24
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:	24
SUBLETTING OF CONTRACT:.....	25
<u>PROJECT SPECIAL PROVISIONS-CCTV'S</u>	<u>25</u>
DESCRIPTION & SCOPE OF WORK.....	25
MATERIALS.....	25
ELECTRICAL CODES AND INSPECTION	28
TWELVE MONTH GUARANTEE.....	28
PREVENTIVE MAINTENACE	28
UTILITY CONFLICTS.....	31
TECHNICAL EQUIPMENT/SUPPORT	31
SPECIAL EQUIPMENT, PERSONNEL, AND REQUIREMENTS	32
TRAVELER INFORMATION MANAGEMENT SYSTEM (TIMS) INITIATIVE	34
TRAFFIC CONTROL:.....	35
<u>STANDARD SPECIAL PROVISIONS</u>	<u>37</u>
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	37
ERRATA	38
PLANT AND PEST QUARANTINES	39
MINIMUM WAGES	40
COMPENSATION:.....	41
APPENDIX A.....	42

EXECUTION OF BID..... 44

DEBARMENT CERTIFICATION..... 50

LISTING OF MBE/WBE SUBCONTRACTORS..... 52

ADDENDA..... 54

CONTRACT BID FORM D7POC106..... 55

EXECUTION OF CONTRACT..... 56

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, except that bids may be prepared by electronic means as described elsewhere in the proposal. Failure to comply with any requirement shall cause the bid to be considered irregular and may 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. **THE CONTRACTOR SHALL BIND THE ENTIRE PROPOSAL PACKAGE, STAPLES, BINDER CLIPS, ETC. ARE SUFFICIENT.**
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. *****Unit Prices shall be limited to TWO decimal places.*****
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 and signature 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. **Contractors who download bid packages SHALL EMAIL cthuskins@ncdot.gov a minimum of five (5) days prior to the bid opening to inform NCDOT of your possession of a bid package. BIDS RECEIVED FROM CONTRACTORS WHO HAVE NOT PROVIDED NOTICE OF POSSESSION OF A BID PACKAGE MAY BE REJECTED.**
12. **THE PROPOSAL WITH THE BID SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 7 ENGINEER'S OFFICE AT 1584 YANCEYVILLE STREET, GREENSBORO, NC 27405 BY 11:00 A.M. ON THURSDAY MAY 7, 2015.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION COVERING D7POC106
TO BE OPENED AT 11:00 A.M. ON THURSDAY, MAY 7, 2015.
CONTRACTOR'S NAME**

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

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: Carolyn T. Huskins
P.O. Box 14996
Greensboro, NC 27415-4996**

PROJECT SPECIAL PROVISIONS**GENERAL**

This contract is for **preventive maintenance of video surveillance cameras and minor camera repair as needed in Alamance, Davidson, Forsyth Guilford and Rowan Counties**. The Engineer will designate maintenance and repair of CCTV cameras at various locations in the counties.

All materials and workmanship shall be in accordance with, The Project Plans, Typical Sections, Sketch Maps, Project Special Provisions, Division Standard Provisions, most current Standard Special Provisions, Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* dated July 2012 and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *Roadway Standard Drawings* dated July 2012 and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall keep themselves fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the current edition of the *Standard Specifications for Roads and Structures*.

All materials shall be new unless the use of repaired or refurbished items has been approved by the Engineer. Electronic and electrical components shall be UL listed and approved. All camera equipment/hardware for new installations will be determined by the Engineer to insure conformity with existing equipment. All work and materials shall comply with the current editions of the *NCDOT Traffic Signal Specifications* and Addendum, *National Electrical Manufacturers Association (NEMA) Standards for Traffic Control Systems*, and the *National Electrical Code (NEC)*.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

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

The completion date for this contract is **May 31, 2016**.

TERM OF CONTRACT

This contract shall be effective for one (1) contract period. The contract period will last from the date of availability to the completion date, as noted above. At the option of the NC Department of Transportation and upon agreement by the contractor, this contract may be extended up to two (2) additional contract periods. A three percent (3%) increase in unit prices will be applied each year the contract is renewed. All other terms and conditions as stated herein shall remain the same.

The Engineer will notify the Contractor in writing **30 days** before the end of the contract period if the contract may be extended for the following year. The Contractor must notify the Engineer in writing within **15 calendar days** of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension.

BASIS OF AWARD

(6-10-2012)

Div. 7

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the Bid Proposal Form.

The quantities shown on the Bid Proposal Form are for determination of low bid only and do not reflect total quantities for the contract.

Unit prices should reflect actual costs; unbalanced bids may be rejected per the *Standard Specifications for Roads and Structures Article 102-14.*

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

RG 14 A

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

DAY AND TIME RESTRICTIONS

Monday thru Sunday from 4:00 p.m. to 9:00 a.m.

The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

In addition, the Contractor shall not close a lane of traffic on any road 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 **9:00 a.m.** December 31st and **9:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **9:00 a.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **9:00 a.m.** Friday and **9:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **9:00 a.m.** the day before Independence Day and 9:00 a.m. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of 9:00 a.m. the Thursday before Independence Day and **9:00 a.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **9:00 a.m.** Friday and **9:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **9:00 a.m.** Tuesday and **9:00 a.m.** Monday.

8. For Christmas, between the hours of **9:00 a.m.** the Friday before the week of Christmas Day and **9:00 a.m.** the following Tuesday after the week of Christmas Day.
9. For any special event at Elon University, Wake Forest University, the University of North Carolina at Greensboro, North Carolina A&T University, Winston Salem State University, the Greensboro Coliseum or Benton Convention Center, the Lawrence Joel Veterans Memorial Coliseum three (3) hours before the beginning of the event and three (3) hours after the completion of the event.

The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

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

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

The liquidated damages are Three Hundred Fifty Dollars (**\$ 350.00**) per hour or portion thereof.

REPAIR TIME RESTRICTIONS AND LIQUIDATED DAMAGES

The Engineer will contact the Contractor for each mobilization and the Contractor will be expected to begin work within seven (7) calendar days. Contact for mobilization may be made by telephone, email, or US mail and any of these methods shall be considered sufficient. Any repairs necessary for the successful and continuous operation of the CCTV systems must be completed within fifteen (15) calendar days of mobilization. The contractor may make a written request to the Engineer, Jeron Monroe, for an extension prior to the tenth (10) calendar day of mobilization. Any such request should include justification and the revised completion date.

The Engineer has the sole authority to decline or approve the request for extending the completion repair date. Failure to complete the repairs by the specified time shall result in liquidated damages of **Five Hundred Dollars (\$500)** per calendar day. This said amount is hereby agreed upon as liquidated damages due to the extra engineering and maintenance cost and due to increased public hazard resulting from the suspension of the work.

PROSECUTION OF WORK

The Contractor will be required to prosecute the work of each notification in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of each notification. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

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*).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-20-14)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

2015	(7/01/14 - 6/30/15)	8%	% of Total Amount Bid
2016	(7/01/15 - 6/30/16)	92%	% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

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

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

102-15(J)

SP1 G67

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

MBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

WBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.

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

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

MBE and WBE Goal

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

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

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

(B) Women Business Enterprises **0.0 %**

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

Directory of Transportation Firms (Directory)

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

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

- (A) *If either the MBE or WBE goal is more than zero*,
 - (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (B) *If either the MBE or WBE goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met,

completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

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

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

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

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
- (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

- (A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
 - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to

beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

102-14

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

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>

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

SP1 G152

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

Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the 2012 *Standard Specifications* as follows:

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

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

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

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

PROJECT SPECIAL PROVISIONS-CCTV'S

DESCRIPTION & SCOPE OF WORK

Div. 7 (3-17-2015)

The work consists of performing scheduled preventive maintenance of video surveillance Closed Circuit Television (CCTV) cameras and occasionally providing installing, maintaining, and repairing CCTV equipment and associated hardware/software. ***All work will be performed "as needed" upon request by the Engineer.*** The work will be performed under one of two separate categories: Preventive Maintenance or Technical Equipment/Support. Each category will have independent measurements and payments. The contractor will not be allowed to submit payment for performing work on a single site under both categories

The contractor shall not perform any work that has not been authorized by the Engineer.

MATERIALS

Qualified Products

Furnish new equipment, materials, and hardware unless otherwise required. Inscribe manufacturer's name, model number, serial number, and any additional information needed for proper identification on each piece of equipment housed in a case or housing.

Signal Equipment Qualified Products List (QPL) is available on the Department's website. The QPL website is: <http://www.ncdot.org/doh/preconstruct/traffic/ITSS/SMS/qpl/> .Consult the QPL website to obtain pre-approval procedures.

Certain signal and communications equipment, material, and hardware shall be pre-approved on the QPL by the date of installation. Equipment, material, and hardware not pre-approved when required will not be allowed for use on the project.

Wire and Cable

Furnish wire and cable on reels. When requested by the Department, furnish samples of wire and cable to the Department at no additional cost. Provide either 0.05" x 0.30" aluminum wrapping tape or 0.06" stainless steel lashing wire for lashing cables to messenger cable. Use 0.045" stainless steel lashing wire to lash fiber-optic communications cable to messenger cable.

For installation in a conduit system, lubricate cable and wires before installing in conduit. Use lubricant that will not physically or chemically harm cable jacket, wire insulation, and conduit. Splice all electrical wire and cable at recessed-screw, barrier type terminal blocks, in junction boxes, or in conduits. Unless specifically allowed, connect no more than two conductors to the same terminal screw. Maintain color coding of wires through splices. Protect ends of wire and cable from water and moisture. Install all wire and cable with necessary hardware including, but not limited to shoulder eyebolts, washers, nuts, thimble eyelets, three-bolt clamps, J-hooks, split bolt connectors, grounding clamps, and lashing material.

Regulations and Codes

Furnish material and workmanship conforming to the NEC, NESC, UL, and all local safety codes in effect on the date of advertisement. Comply with Article 4, Chapter 87 of the *North Carolina General Statutes* (Licensing of Electrical Contractors). Comply with all regulations and codes imposed by the owner of affected utility poles. In the event of a conflict between the NEC, NESC, UL, local safety codes in effect on the date of advertisement, these Specifications, and the cited documents will govern.

Notify the Engineer, local traffic enforcement agencies, and local utility companies seven business days before operational shutdowns to coordinate connection or disconnection to an existing utility or system. Install standoffs, meter bases, and service disconnects as required by the NESC, NEC, local utility companies, and local ordinances.

Utility Services

Coordinate all work to ensure electrical power of proper voltage, phase, frequency, and ampacity is available to complete the work. Use electrical services cables with THW insulation. When electrical, telephone, and telecommunication service is not furnished by the Department and is required, contact the utility company and make application to ensure all work can be completed. Obtain authorization for service in the Department's name and make application for service in the Department's name. The Department will be responsible for direct payment of monthly utility company usage charges. The Contractor will be responsible for all expenses associated with utility installation costs, hookups, etc.

Software

Testing and Diagnostic Software provided by the Technical Logistical Support Group shall remain the sole property of North Carolina Department of Transportation. Steps must be taken to insure the safety and security of the software. The software cannot be transferred, shared or reviewed by any individual or entity without the expressed written permission of the Technical Logistical Support Group. At the termination of the contract all software must be destroyed or returned at no cost to NCDOT.

All provided software is used at the sole risk of the Contractor. The Technical Logistical Support Group provides no claims or warranties as to the safety and reliability of the supplied product. The use of OEM testing software is acceptable.

Any loss or theft of the software or device that contained the software must be reported to Technical Logistical Support Group (TLSG) immediately.

Networks and Data

Computer networks, (wired or otherwise), Computers, Networking devices, other components connected to ITS Networks and all data traveling said networks or stored on/in any devices remain the sole property of Technical Logistical Support Group and North Carolina Department of Transportation.

No device maybe connected to any ITS network or device without the prior knowledge of the Technical Logistical Support Group. No data may be copied, transferred to/from any device or component of the system without the prior knowledge

Grounding

Provide a grounding system at all new and revised electrical service points unless otherwise specified. In addition to NEC requirements, test grounding electrode resistance at connection point to electrical service ground bus for a maximum of 20 ohms. Furnish and install additional ground rods to grounding electrode system as necessary to meet test requirements. Provide a length of marker tape 6 to 12 inches below finished grade directly over grounding electrodes and conductors.

Removal of Existing Materials and Equipment

The contractor shall remove and dispose of all damaged or defective materials and equipment at no cost to the Department unless otherwise specified by the Engineer. When directed, the contractor will return all related CCTV equipment and materials between 8:00 a.m. and 12:00 p.m., Monday through Thursday, to the Triad Regional TMC, located at 201 S. Chimney Rock Road, Greensboro, or at a time mutually agreed upon by the Contractor and the Engineer. The contractor shall replace or repair all materials lost or damaged during transit. All items returned to the TMC shall be labeled to indicate the location from which it was removed. The cost of removal and disposal will be considered incidental with no additional compensation.

ELECTRICAL CODES AND INSPECTION

The contractor shall comply with all codes applicable local ordinances and regulations before and during all stages of work. The contractor shall obtain all permits and licenses as may be required by state and local governmental agencies.

The contractor shall have, as necessary, work inspected and approved in writing by the authorized electrical inspector for the area. Such written approval shall be furnished to the Engineer, but shall neither eliminate nor take the place of inspections by the Engineer or his representative.

TWELVE MONTH GUARANTEE

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance. He shall replace such defective materials and workmanship at no cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, negligence by the Department, and/or use in excess of the design.

Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT shall be afforded the same warranty as provided by the Manufacturer.

PREVENTIVE MAINTENANCE**General**

The Contractor shall perform semiannual preventative maintenance on all working video surveillance cameras and field controllers in Alamance, Forsyth, and Guilford Counties. Contractor will not perform preventive maintenance on cameras which are non functional at the scheduled preventive maintenance cycle. Non functional cameras will receive preventive maintenance during the next scheduled rotation. All preventative maintenance functions for eligible equipment shall be performed in accordance with the schedule outlined in this contract.

Schedule

The contractor shall commence work on the date of availability shown in the special provisions or as soon thereafter as practicable. The contractor shall not begin work prior to the date of availability without written approval of the Engineer. Prior to starting, work the Contractor shall prepare and submit for approval by the Engineer a schedule of his proposed working progress in accordance with the following instructions:

PM Schedule cycle #1	Dates:	DOT Inspection period
20% of Total Cameras	March 15– April 14	April 15-May 14
20% of Total Camera	April 15-May 14	June 15- July 14
20% of Total Camera	June 15- July 14	July 15- August 14
20% of Total Camera	July 15- August 14	August 15- September 14
20% of Total Camera	August 15- September 14	Sept 15- October 14
PM Schedule cycle #2		
20% of Total Camera	Sept 15- October 14	November 15 – December 14
20% of Total Camera	November 15 – December 14	December 15-January 14
20% of Total Camera	December 15-January 14	January 15 – February 14
20% of Total Camera	January 15 – February 14	February 15 – March 14
20% of Total Cameras	February 15 – March 14	March 1 – March 31

When conditions beyond the contractors control have adversely affected his progress, or the Engineer has extended the completion date, the Contractor may submit a revised progress schedule to the Engineer for approval. Such revised progress schedule will not be approved unless accompanied by a detailed written statement giving the Contractor's reason for the proposed revision. The Engineer reserves the right to make alterations in the schedule as may be found necessary or desirable, at any time during the progress of work. Such alterations shall not invalidate the contract and the contractor agrees to perform the work as altered at his contract unit or lump sum prices the same as if it had been part of the original contract.

A list of the current video surveillance camera locations are shown on attached map and/or at the following web link: <http://www.triadrmtc.com/ITSSummary.htm>

The Engineer reserves the right to add and/or delete camera sites at any time during the progress of the work. Whenever it is necessary to make additions and/or deletions of a camera site to the PM Schedule cycle, the Engineer shall provide the Contractor with written notice of the change. The addition/deletion of camera sites will not constitute a material change and will not require a supplemental agreement.

Construction Method

The contractor shall furnish all materials, labor, equipment, and incidentals necessary to complete the Preventive Maintenance work to included but not limited to the following outlined:

- Replace air filters for the video surveillance cameras found in the controller cabinet.
- Inspect and clean inside/outside of camera dome. (Ref: **Inspect and Clean and Camera Dome**)
- Inspect operation of fan inside camera dome.
- Inspect wire connections in the camera mount.
- Clean and vacuum the interior of the controller cabinets for video surveillance cameras.
- Check the operation of fiber optic lighting system.
- Check the operation of fans, heater, lights, receptacles, switches and thermostats in

the controller cabinet for the video surveillance cameras.

- Lubricate all locks and hinges and insure that they operate properly on the controller cabinet for the video surveillance cameras.
- Check for leakage on controller cabinets for video surveillance cameras and repair as needed.
- Perform visual check of all connections to insure that they are secure and in place for the video surveillance cameras.
- Inspect all camera equipment inside of the dome.
- Inspect pole grounding and lightning protection system for the video surveillance cameras.
- Perform visual inspection of mounting and service poles for video surveillance cameras for damage, conduit attachments and guy wires.
- Remove all vegetation within a 10' radius around the camera pole.
- Remove all vegetation and undergrowth within a 10' radius around the control cabinet.

For a detailed inspection sheet, see Appendix A

If the Contractor performs any repair work not covered under the annual preventative maintenance, the Contractor must obtain prior approval from the Engineer to perform the work and document time and materials used to rectify the problem.

The Contractor shall be responsible for any/all damage to private and/or public property resulting from this work; the Department of Transportation assumes no liability regarding injury and/or property damage resulting from work performed by the contractor.

After the annual inspection has been completed, the Contractor will furnish the Engineer with a log of each location inspected and the repairs required to maintain system operations. The completed checklist (Appendix A) shall be brought to the Triad TMC for archiving and any future use.

After each round of PM has been completed, the date, participating technician(s), and general results should be recorded on the appropriate log sheets (**Appendix B**).

Inspect and Clean Camera Dome

The contractor shall inspect and clean the inside and outside of camera dome. The cleaning solution used for polycarbonate material should be one of the following or an approved equal:

- Formula 409 Glass & Surface Cleaner (®™ Clorox Co.)
- Joy (®™ Proctor and Gamble)
- Palmolive Liquid (®™ Colgate Palmolive)
- Windex Glass Cleaner with Ammonia"D" (®™ Drackett Products Co.)

The first three products require rinsing the polycarbonate materials with water to remove the soap residue, dirt, and debris.

Use the cleaning procedure as written on the label for each particular product.

Always clean a small portion of the panel first to test the cleaner before applying to the entire panel.

No separate payment will be made for the inspection and cleaning the inside and outside of camera dome. All work and materials associated with cleaning the domes are considered incidental and part of the Preventative Maintenance program.

Replacement of Camera Dome

Routine cleaning and normal wear can cause minor scratches and eventual cloudiness in the camera images. In order to maintain a clear and visible camera image the Contractor may replace the existing camera dome with a new dome, at the direction of the Engineer,.

The Contractor shall furnish all materials and equipment necessary to remove and replace the video surveillance camera dome and shall carry adequate spare parts required to complete repair while performing the preventative maintenance

All replacement parts shall equal or exceed the quality of the original parts. Original parts shall be returned to the State upon removal.

Method of Payment

The quantity of Preventative Maintenance to be paid for will be the actual number of camera sites in which the preventative maintenance and documentation was completed and accepted by the Engineer. The quantity of camera domes to be paid for will be the actual number of new domes supplied, installed, documented, and accepted by the Engineer.

Payment will be made under

Preventative Maintenance	Each
Replacement of Camera Domes.....	Each

UTILITY CONFLICTS

The contractor shall be responsible for locating any utilities in conflict with the work.

TECHNICAL EQUIPMENT/SUPPORT

General

The regular Preventive Maintenance (PM) program for the surveillance Closed Circuit Television (CCTV) cameras should ensure successful and reliable operation of the cameras while preventing operational failures, however, there are occasions when a camera site may experience malfunctions and breakdowns. The Preventive Maintenance Contractor may be requested to *perform repair work as needed*.

The contractor shall furnish the Department fully operated equipment with specified personal in quantities as may be needed from time to time by the Department and for such periods as may be necessary.

The Contractor shall furnish equipment in good operating condition and operated by properly trained and qualified personnel. The personnel operating the equipment shall be the

responsibility of the contractor during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation. Subcontractors may be permitted under this agreement with prior approval of the Engineer. The Department of Transportation may refuse delivery or may return any equipment found to be defective and/or inadequately operated.

The contractor shall be responsible for providing transportation for all equipment to and from all job sites at no cost to the Department of Transportation. No equipment owned or personnel employed by the Department of Transportation may be used in the transportation or operation of the contractor's equipment.

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the contract period.

SPECIAL EQUIPMENT, PERSONNEL, AND REQUIREMENTS

The contractor shall provide personnel with prior experience with CCTV equipment, which will enable them to work with limited supervision.

The Contractor shall provide a bucket truck with an extendable boom of sufficient height to safely perform required maintenance and repair, hand and power tools, twenty (20) 36" MUTCD traffic control cones, and minimum staff of (1) one electrician & (1) one electrician helper.

The contractor shall provide a utility truck with hand and power tools, twenty (20) 36" MUTCD traffic control cones, and minimum staff of (1) one electrician & (1) one electrician helper.

In addition to the normal parts, supplies, and tools that are carried on an electrical contractor's utility truck or bucket truck, the contractor should have the following equipment:

- Laptop with Ethernet, serial ports, and ability to run ITS Software
- CCTV Monitor
- RS-232 Test Equipment
- Video Pattern Generator and/or similar device

The contractor must be able to test and control the equipment on site without the assistance of the TMC Office.

Method of Measurement and Basis of Payment

(A) System Diagnostic and Action Plans (Engineering Estimates)

The Contractor shall conduct a technology survey of the camera site to evaluate the failures and develop an action plan to correct the problem. The Contractor's survey can include but is not limited to troubleshooting the site to determine the cause of the failure and/or limitation. The survey shall focus on the existing technology of the site and the need to provide video and camera control to the end user. After the Contractor has completed the survey, the Contractor shall develop an Action Plan.

The Action Plan, shall include but is not limited to survey documentation, and repair cost estimates for time, material, and labor. If the cause is determined to be the result of outdated technology, the Action Plan shall include but not be limited to survey documentation, any upgrades required to restore the functionality of the site, cut sheets on new technology, and estimates for time, material, and labor to install upgrades and restore the site.

If requested by the Engineer, the Contractor can develop an Action Plan which includes but is not limited to site upgrades and/or alternative technology paths. If the Contractor anticipates the amount of work required to complete an Action Plan with alternative paths to exceed the contract unit bid price, the Contractor shall advise the Engineer in writing in advance of any work. If all parties agree the scope of work exceeds the normal parameters of the Action Plan, the Engineer may negotiate a price adjustment under a separate Supplemental Agreement.

Unless stated in a separate Supplemental Agreement, all equipment, personal, and work required to develop the Action Plan shall be considered incidental and no separate payment shall be made.

The quantity of Action Plans to be paid for will be the actual number of Action Plans which are completed and accepted by the Engineer.

(B) Installation, maintenance, and repair

Installation, maintenance, and repair shall be paid at the contract bid price or at the price as may be negotiated by Supplemental Agreement.

All equipment and personal covered under this section shall be paid on an hourly basis at the contract bid price. All charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the equipment was in actual productive operation. The contractor will not be paid for downtime due to meals, equipment failure, unsatisfactory weather, nor any other conditions.

Bucket Truck with Boom < 70' will be measured and paid per hour for the number of units furnished on site. Materials used with a unit cost of \$10.00 or less; such as bolts, nuts, screws, electrical caps, electrical tape, fuses, etc. are considered incidental and no separate payment will be made.

Bucket Truck with Boom > 70' will be measured and paid per hour for the number of units furnished on site. Materials used with a unit cost of \$10.00 or less; such as bolts, nuts, screws, electrical caps, electrical tape, fuses, etc. are considered incidental and no separate payment will be made.

Utility truck will be measured and paid per hour for the number of units furnished on site. Materials used with a unit cost of \$10.00 or less; such as bolts, nuts, screws, electrical caps, electrical tape, fuses, etc. are considered incidental and no separate payment will be made.

Payment will be made under:

Action Plan (Engineering Estimates)..... Each

Bucket Truck with Boom >70'	Hourly
Bucket Truck with Boom <70'	Hourly
Utility truck	Hourly

Additional Parts and Materials is not a bid item and reimbursement will be paid at the actual price of the part or material plus fifteen percent (15%). This does not include taxes, shipping or handling charges; Taxes, shipping and handling charges on these items are the responsibility of the contractor. Items with a unit cost of \$10.00 or less (such as bolts, nuts, screws, electrical caps, electrical tape, fuses, etc.) are considered incidental and no separate payment will be made.

The contractor shall submit the *original* invoice with each request for payment. Excess parts and materials paid for by NCDOT but not used on the job, must be turned over to the Engineer at the completion of the job for use on future jobs.

If the parts or materials used for the job were not specifically purchased for the job but were taken from the Contractor’s stock, the Contractor will furnish an affidavit certifying the parts or material were taken from his stock and shall list the quantity actually used for the specific job, the unit price and the total price of the parts or materials along with a copy of the original invoice.

TRAVELER INFORMATION MANAGEMENT SYSTEM (TIMS) INITIATIVE

In an effort to provide real-time travel information to the public, this contract will require the contractor to report all lane and shoulder closures, along State roadways into the TIMS system. Reporting shall consist of a 24 hour advance notice of the tentative traffic control plans and work schedules. In addition, the contractor shall coordinate and report real time changes and/or modifications to the public on the TIMS 511 system.

In order to fulfill this requirement, the contractor shall contact the State Transportation Operations Center (STOC) in Raleigh and request assistance with TIMS.

- The contractor shall call the STOC 24/7 (1-877-627-7862) 24 hour in advance to request the STOC operators to enter the information into the 511 system. Depending on their workload if they cannot enter the information, the operator will take the contractor’s number and return their call for the detailed TIMS information.
- Every TIMS entry has a unique number assigned to it when the initial information is entered. The contractor shall use this number when requesting modifications and/or event close outs. It shall be the contractor’s responsibility to get this unique TIMS number from the STOC operator.
- To make modifications and/or close outs an incident, the contractor shall again contact the STOC and request the operators to update an existing entry whenever conditions and/or the work schedule changes. To maintain real time information, the contractor shall be responsible for make it clear to the operator that his/her request is for a current incident.
- The Contractor shall include the TIMS Incident number on all invoices for lane and/or shoulder closures.

- No separate payment will be made for a TIMS entry and/or any real time updates; however, an accurate TIMS entry is required for the successful installation of a lane and/or shoulder closure by the Contractor. Therefore, the Contractor shall be responsible for insuring the lane closure is entered into TIMS and verify the lane closure accurate by viewing the DOT's public 511 website at: <http://tims.ncdot.gov/tims/default.aspx>

TRAFFIC CONTROL:

All traffic control devices required and installed will be in accordance with the NCDOT *2012 Standard Specifications for Roads and Structures* and the NCDOT *2012 Roadway Standard Drawings* and the latest edition of the and the *Manual on Uniform Traffic Control Devices* (MUTCD), whichever is greater.

If crews are available, NCDOT may provide the shoulder closure and/or full lane closures on multilane roads. The Contractor shall notify the Engineer at least 72 hours prior to the need for DOT assistance with Traffic Control. The Engineer will notify the Contractor 48 hours prior to the needed closure as to whether NCDOT crews will provide to assist with any closures.

If NCDOT crews are not available, the Contractor shall provide all traffic control during construction and furnish, install, remove, secure & maintain all traffic control devices during the project.

The Contractor shall be responsible for Traffic Control including but not limited to providing Work Zone Signs (portable), Truck Mounted Attenuators (TMA), Changeable Messages Signs (CMS), Flashing Arrow Panels (FAP), Drums, Cones, Skinny Drums, Pilot/Chase Vehicles, Law Enforcement, and Portable Lighting and labor to install and remove the lane closures and related traffic control devices

The Contractor shall maintain all traffic in accordance with Divisions 10 and 11 of the *2012 NCDOT Standard Specifications for Roads and Structures* and the *2012 Roadway Standard Drawings* and the following provisions:

The Contractor shall be responsible coordinate with the NCDOT Resident Engineer in charge of any project in the vicinity of this project for any work that may affect the construction and the Traffic Control of this project.

The Contractor shall perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When required, Contractor shall provide appropriate lighting in accordance with Section 105-14, *Standard Specifications for Roads and Structures* except that no separate payment will be made for portable lighting..

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

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the 2012 Roadway Standard Drawings prior to beginning any other work. Use lane closures for either right or left lanes with on-ramp and off-ramp signing, as required (refer to Roadway Standard Drawings No. 1101.02). Use temporary shoulder closures, as required (refer to Roadway Standard Drawing No. 1101.04). Use rolling road block operations for temporary road closures (refer to Roadway Standard Drawings No. 1101.03, sheet 9 of 9). Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures and road closures are allowed as determined by the Engineer.

When directed by the Engineer, DMS foundations and structures shall be shielded by TMA device or Positive Protection until Proposed Guardrail is installed.

Changes may be required when physical dimensions in the Roadway Standard Drawings are not attainable to meet field conditions, or result in duplicate or undesired overlapping of devices. Modifications may include: moving, supplementing, covering, or removal of devices as directed by the Engineer.

The following General Notes apply at all times for the duration of the construction project except as directed by the Engineer.

Lane and Shoulder Closure Requirements

- A) 24 hour advance public notification of all closures via the TIMS 511 system
- B) Remove lane closure devices from the lane when work is not being performed behind the lane closure or when the lane closure is no longer needed, or as directed by the Engineer.
- C) When personnel and/or equipment are working within 15 feet of an open travel lane, close the nearest open shoulder using Roadway Standard Drawing No. 1101.04 unless the work area is protected by barrier or guardrail or a lane closure is installed.
- D) When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Roadway Standard Drawing No. 1101.02, unless the work area is protected by barrier or guardrail.
- E) When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, 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.

Traffic Pattern Alterations

- F) Notify the Engineer twenty one (21) calendar days prior to any traffic pattern alteration.

Signing

- G) Ensure all necessary signing is in place prior to altering any traffic pattern.

Traffic Control Devices

- H) When lane closures are not in effect, space channelizing devices in work areas no greater in feet than twice the posted speed limit (MPH), except 10 feet on-center in radii, and 3 feet off the edge of an open travel way. Refer to Standard Specifications for roads and structures sections 1130 (Drums), 1135 (Cones) and 1180 (Skinny Drums) for additional requirements.
- I) Law Enforcement may be used to maintain traffic through the work area and/or intersections, as directed by the Engineer.

Miscellaneous

- J) Law Enforcement may be used to maintain traffic through the work area and/or intersections, as directed by the Engineer.

Measurement and payment

The quantity of lane closures or shoulder closures to be paid for will be the actual number of lane closures with TIMS Incidents that are successfully installed by the Contractor and accepted by the Engineer. There is no pay item for traffic control provided by NCDOT. The pay item for Traffic Control as required in this contract, as shown in the Roadway Standard Drawings or as directed by the Engineer includes, but is not limited to providing Work Zone Signs (portable), Truck Mounted Attenuators (TMA), Changeable Messages Signs (CMS), Flashing Arrow Panels (FAP), Drums, Skinny Drums, Pilot/Chase Vehicles, Law Enforcement, and Portable Lighting.

Payment will be made at the contract unit price for "Full Lane Closure on a Multilane Road" or "Shoulder Closures" according to the type of lane closure installed. Only one payment will be made for each traffic control installation.

Payment will be made under:

Pay Item	Pay Unit
Full Lane Closure on a Multilane Road	Ea
Shoulder Closures	Ea

STANDARD SPECIAL PROVISIONS**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the

appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 7

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

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

COMPENSATION:

(2-8-2012)

(Div. 7)

All work or items necessary to complete this work, other than those listed on the Bid Form contained in this Contract Proposal, will be considered incidental in nature and no further compensation will be made.

All invoices shall be original and shall be submitted to:

R.J. Monroe, Division Regional ITS Engineer
201 S. Chimney Rock Road,
Greensboro, NC 27409.

Emailed or faxed invoices and DBE-IS forms are not acceptable and shall not be paid.

Original statements of all subcontractor payments must be included with invoices in order to pay invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS) which can be downloaded from:

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

Payment will be made after approval of each invoice by Division Regional ITS Engineer.

APPENDIX A
APPENDIX A

Division: _____
Sign Location: _____
PM Date: _____

County: _____
Sign/Controller Number: _____
PM By: _____

A. Camera

- Check the camera dome for the following:
 - Check the polycarbonate face for damage
 - Clean the polycarbonate face
 - Advise Engineer if dome should be replaced
 - If approved, replace camera dome
- Check that mounting nuts and bolts are not loose.
- Insure the dome is secure
- Check gaskets are intact and free of damage Check
- Provide/Confirm GPS coordinates
- Provide/Confirm Manufacturer make, model, serial # and revision #
- Check Camera Controls
 - Test PTZ - Full range of movement
 - Auto Iris
 - Auto Focus
 - Pre-shots
- Test Video Signal
 - 1 volt peck to peck
 - No Noise Bar
 - Proper color
- Contact TMC and have Control Room confirm the following:
 - Center to Field – Camera Control
 - PTZ - Full range of movement
 - Verification of image

B. Electric Service Pole

- Check power and communications conduits for damage
- Check that the lightning protector is intact
- Check the meter and disconnect for the following:
 - damage and corrosion
 - lock and handle operation
 - any build up of sand, debris, or vegetation
 - tight mounting and electrical connections
- Check that the Network Interface Box (NIB) is intact
- Check that the impedance to ground at the service disconnect is $< 20 \Omega$ by using the Ground Resistance test meter
- Provide Vegetation Management Control
 - Remove all vegetation with 10' radius
- Provide Litter Control – Remove all debris, litter and/or trash with 10' of pole.
- Check ISDN/Telephone Demarcs
 - Secure Mountings
 - Repair damage
- Provide Pest Control
 - Check for evidence of rodent or insect entry into meter or disconnect.
 - Repair any damage caused and remove any nesting materials and/or feces
 - Remove any existing population
 - Take action to prevent any further intrusions.
 - Use Electrical Circuit approved insecticides
- Provide/Confirm GPS coordinates and meter #

EXECUTION OF BID

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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

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

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

SIGNATURE OF CONTRACTOR

_____	By	_____
Signature of Witness		Signature of Partner
_____		_____
Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Member/Manager/Authorized Agent
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>	and	

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name
<i>If Corporation, affix Corporate Seal</i>		

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
 Subscribed and sworn to before me this _____ day of _____ 20____

 Signature of Notary Public
 of _____ County
 State of _____
 My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (3)
 Subscribed and sworn to before me this _____ day of _____ 20____

 Signature of Notary Public
 of _____ County
 State of _____
 My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (4)
 Subscribed and sworn to before me this _____ day of _____ 20____

 Signature of Notary Public
 of _____ County
 State of _____
 My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

<u>LISTING OF MBE/WBE SUBCONTRACTORS</u>				Sheet _____ of _____	
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

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

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

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

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

<u>LISTING OF MBE/WBE SUBCONTRACTORS</u>					Sheet _____ of
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				

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

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

MBE Percentage of Total Contract Bid Price _____%

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

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

WBE Percentage of Total Contract Bid Price _____%

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

ADDENDA

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

CONTRACT BID FORM D7POC106

WBS Element: 21IM.07, 21IM.09
County: Alamance, Davidson, Forsyth, Guilford, and Rowan
Description: Preventative Maintenance and As Needed Repairs of Video Surveillance Cameras

Line #	Sect. #	Item Description	Qty.	Unit	Unit Price	Bid Amount
10	SP	Preventative Maintenance	180	EA		
20	SP	Replacement of Camera Domes	10	EA		
30	SP	Action Plan (Engineering Estimates)	10	EA		
40	SP	Bucket Truck with > 70'	200	HR		
50	SP	Bucket Truck with < 70'	200	HR		
60	SP	Utility Truck	200	HR		
70	SP	Full Lane Closure on a Multilane Road	15	EA		
80	SP	Shoulder Closures	60	EA		
90	SP	Additional Parts and Materials (See Provision – Not a Bid Item)	500	DOL	10.00	\$5,000.00
TOTAL AMOUNT BID						

CONTRACTOR _____

FEDERAL ID: _____

ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____

TITLE _____

SIGNATURE _____

DATE _____

EXECUTION OF CONTRACT

CONTRACT NO: D7POC106
WBS ELEMENT: 21IM.07, 21IM.09
COUNTY: ALAMANCE, DAVIDSON, FORSYTH, GUILFORD, AND
ROWAN
DESCRIPTION: PREVENTATIVE MAINTENANCE OF VIDEO
SURVEILLANCE CAMERAS AND CAMERA REPAIR

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date