

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 12 DISTRICT 1
SMALL BUSINESS ENTERPRISE
CONTRACT PROPOSAL

WBS ELEMENT: 12.102320, 12.103620, 12.202311, 12.203611, 12.102340, 12.103640

ROUTE: Various Routes Upon Request COUNTY: Cleveland & Gaston

DESCRIPTION: Guardrail / Guiderail Maintenance & Repair

BID OPENING: 10:00 A.M. TUESDAY, JANUARY 22, 2013 at the DIVISION OFFICE

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 OR SBE PROJECT.

NAME OF BIDDER

ADDRESS OF BIDDER

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

RETURN BIDS TO:

**M. L. HOLDER, PE
DIVISION ENGINEER
P. O. BOX 47
SHELBY, NC 28151-0047
704-480-9020**

*** IF YOU HAVE ANY QUESTIONS CONCERNING THIS CONTRACT, PLEASE CONTACT
RICKI BARKLEY (704) 480-9020**

INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT **with the proposal** shall be used and shall not be altered in any manner. This includes proposals downloaded from the website.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name 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. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 1710 E. MARION ST, SHELBY, NC 28152 BY 10:00 AM ON TUESDAY, JANUARY 22, 2013.**
12. The sealed bid **must** display the following statement on the front of the sealed envelope:

**QUOTATION FOR WBS ELEMENT: 12.102320, 12.103620, 12.202311, 12.203611, 12.102340,
12.103640**

**DESCRIPTION: GUARDRAIL/GUIDERAIL MAINTENANCE & REPAIR
(CLEVELAND & GASTON)**

TO BE OPENED AT: 10:00 A.M., TUESDAY, JANUARY 22, 2013 at the DIVISION OFFICE

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

**M.L. HOLDER
DIVISION ENGINEER
P.O. BOX 47
SHELBY, NC 28151-0047**

AWARD OF CONTRACT

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

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Division Contract Bid Form

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for installation, maintenance, repair and/or replacement of guardrail and cable guiderail in Cleveland and Gaston Counties. Work consists of removal and repair of existing and/or damaged guardrail/guiderail or new installations as determined by the Engineer in accordance with Sections 862 and 863. The Contractor shall supply all necessary traffic control devices and equipment to perform the proposed work. The contract will be utilized on Interstate, Primary and Secondary Roads.

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

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

CONTRACT TIME AND LIQUIDATED DAMAGES

RG10

The availability date for this contract is the date of execution of the purchase order. The contract will end on December 31, 2013.

Terms of the Contract

The Contractor shall submit his bid for the initial one year term of the contract. At the option of the Department, this contract may be extended twice for a term of one year each for a maximum of three (3) terms at one year per term. Including all renewals, the total contract expenditures shall not exceed the maximum value of \$1.2 million per year. The Engineer will notify the Contractor in writing within sixty (60) days of the original contract completion date if the contract may be extended. The Contractor must notify the Engineer in writing with in forty-five (45) days of the original contract completion date of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension. NCDOT is under no obligation to renew this contract beyond its original one (1) year period.

Contract quantities are approximate and used for determining the lowest responsible bidder only. No minimum or maximum amount of work is guaranteed under this contract.

No work will be permitted before receipt of the purchase order.

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

No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The Contractor will be notified on routine maintenance, repair, and installation by the Engineer and shall begin work within seven (7) working days after notification or as determined by the Engineer, except those identified as emergency situations. Mobilization under these routine circumstances will be incidental to the work, and will be included in the unit bid price for the guardrail/guiderail items included in the contract. Work shall be accomplished in a continuous manner once the contractor begins. Night work is not permitted for S.R. routes.

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

Emergency Response – In case of emergency, as deemed by the Engineer, **the Contractor has 12 hours** to respond to damaged sites as directed by the Engineer. The liquidated damages for non-response is **Two Thousand and Five Hundred Dollars (\$2,500.00) per hour** or portion thereof. This Emergency Bid Item will be paid for by each directed response. Materials used during the emergency response will be paid for at the regular contract unit price.

Guardrail, Guiderail and Attenuators – An intermediate contract time of 7 days from notification or discovery will apply to the repair of all damaged, non-functional, guardrail, guiderail and impact attenuators. In the event that the Contractor fails to repair non-functional guardrail, guiderail and impact attenuators within 7 days, liquidated damages in the amount of **\$750 per day**, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 30 days from notification or discovery will apply to the repair of all damaged but functional guardrail, guiderail and impact attenuators. In the event that the Contractor fails to repair damaged but functional guardrail, guiderail and impact attenuators within 30 days, liquidated damages in the amount of **\$500 per day**, or portion thereof, will be deducted from the monies due to the Contractor.

CONSUMER PRICE INDEX (PRICE ADJUSTMENTS)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contractor, sixty (60) days prior to the end of each contract period, the renewed contract may be increased to reflect the increase in the Consumer Price Index (CPI-U U.S. City Average, All items 1982-84=100 - CUUR0000SA0) <http://data.bls.gov/cgi-bin/surveymost?r4> for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested increase is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

In the example below, the CPI will be determined from an October to October period.

	J	F	M	A	M	J	J	A	S	O	N	D
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9		

CPI for current period	190.9
Less CPI for previous period	185.0
Equals index point change	5.90
Divided by previous period CPI	185.0
Equals	.031
Result multiplied by 100	.031 X 100
Equals percent change	3.10

All line items in this contract would be increased by the calculated percentage if approved for renewal.

INTERMEDIATE COMPLETION TIMES (INTERSTATE ONLY)

No road closures are allowed on interstate unless authorized by the Engineer. The time restrictions listed below apply to planned lane and shoulder closures only.

The Contractor shall not install, maintain or remove any traffic control device required for narrowing or closing a lane or shoulder on the interstate during the times listed below. Lane closures for emergency response are not subject to these time restrictions.

An intermediate contract time applies to lane narrowing, lane closing, shoulder closing, and holiday and event restrictions. Liquidated Damages for lane narrowing, lane closing, shoulder closing, and holiday and event restrictions for I-85

are Ten Thousand Dollars (\$10,000.00) per hour for this Intermediate Contract Time.

In areas where a median contains guardrail or median barrier rail in close proximity to the travel way, operations that require shoulder closure will also require a lane closure and will therefore be subject to the time restrictions and liquidated damages associated with lane closures.

Time Restrictions (Interstate Only)

For Lane Closures

6:00am to 8:00pm, Monday through Friday

9:00am to 6:00pm, Saturday and Sunday

For Shoulder Closures

6:00am to 9:00am and 4:00pm to 7:00pm, Monday through Friday

INTERMEDIATE CONTRACT TIME NUMBER AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 B

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

HOLIDAY AND HOLIDAY WEEKEND 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 8:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on Saturday or Sunday, then until 8:00 p.m. the following Tuesday.
3. For **Easter**, between the hours of 8:00 a.m. Thursday and 8:00 p.m. Monday.
4. For **Memorial Day**, between the hours of 8:00 a.m. Friday and 8:00 p.m. Tuesday.
5. For **Independence Day**, between the hours of 8:00 a.m. the day before Independence Day and 8:00 p.m. the day after Independence Day. If Independence Day is on a Saturday or Sunday, then between the hours of 8:00 a.m. the Thursday before Independence Day and 8:00 p.m. the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of 8:00 a.m. Friday and 8:00 p.m. Tuesday.

7. For **Thanksgiving Day**, between the hours of 8:00 a.m. Tuesday and 8:00 p.m. Monday.
8. For **Christmas**, between the hours of 8:00 a.m. the Friday **before the week of Christmas Day** and 8:00 p.m. the following Monday **after the week of Christmas Day**.

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

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

The intermediate 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 daytime and nighttime lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per hour.

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*).

PROSECUTION OF WORK

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

WORKERS' COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

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

Proof of Insurance shall be furnished to the Engineer prior to beginning work.

PAYMENT

Payment will be made at the contract unit price. Prices and payment will be full compensation for all work covered.

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

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

Invoices should be sent to:

North Carolina Department of Transportation
G.R. Spangler, District Engineer
PO Box 47
Shelby, NC 28151-0047

Attn: Tammy Wright

Invoices may also be delivered to the Shelby District Office at 1702 East Marion Street, Shelby, NC. All invoices must show the contract number on the invoice and any other subsequent paperwork as required as part of this contract.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer three (3) days in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any **sampling, inspection or acceptance testing required.**

OUTSOURCING OUTSIDE THE USA

(9-21-04) (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)

SP1 G152

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

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

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

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

EMPLOYMENT

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

108, 102

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.

BIDDER REQUIREMENTS (EFFECTIVE JULY 1, 2009)

Any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting their bid. Firms that wish to perform as subcontractors must be prequalified prior to beginning work on a given project. Firms may confirm their status by going to the Directory of Transportation Firms found online at:

<https://apps.dot.state.nc.us/Vendor/Directory/default.aspx>

If the prequalified status shows Prequalified Bidder or Subcontractor and the work codes shown are adequate to accommodate the requirements of the proposed project, a firm's prequalified status is sufficient to bid as the prime contractor on Division Purchase Order Contracts. Firms which are not listed must be prequalified through the Department's Contractual Services Unit.

Prime Contractors may become prequalified by following the instructions and completing the forms at:

http://ncdot.gov/business/howtogetstarted/primecontractor/primecontractor_poc/

Subcontractors may become prequalified by following the instructions and completing the forms at: <http://www.ncdot.gov/business/ocs/sub/>

Please contact the Contractual Services Unit with any questions regarding prequalification at 919-733-7174.

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".

PREPARATION AND SUBMISSION OF BIDS

1-29-2009

DDC-7

All bids shall be prepared and submitted in accordance with Section 102-8 of the current edition of Standard Specifications and the "Instructions to Bidders" contained herein with the following exceptions:

Computer bid preparation in accordance with Section 102-8 will not be allowed. All unit bid prices shall be carried to two (2) decimal places. Bid bond/deposit will not be

required. In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00 per year the bid will not be considered for award.

SUPERVISION BY THE CONTRACTOR

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

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

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

UTILITY CONFLICTS

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

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

SMALL BUSINESS ENTERPRISE PROGRAM

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

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

Under the provisions of this Program, a NC General Contractor's License is not required nor are Contract Payment and Contract Performance Bonds required. No bonds are required on projects up to \$500,000 as permitted by G.S. 136-28.10

To verify if your firm is already in the state level database please refer to the database located on Contract Service's website located at <https://apps.dot.state.nc.us/vendor/directory/>, or contact Tony Medlin at the Offices of Contract Services at 919-733-7174, Or toll free: 1-877-650-0130.

You will not be awarded contracts for SBE advertised projects unless your firm is listed at the State level.

Special Provisions

EMERGENCY RESPONSE

A separate bid item will be used for emergency response for damaged guardrail/guiderail and shall include a cost for mobilizing into the county on an emergency basis. The Contractor shall replace all needed components of guardrail/guiderail as directed by the Engineer and stabilize existing guardrail/guiderail and appurtenances at the site. Under this item the Contractor shall respond, after initially being contacted by the Engineer, to the required areas within **12 Hours**. If the Contractor fails to respond to an emergency request within the specified time frame, the mobilization cost shall be forfeited, liquidated damages will be assessed and may result in cancellation of this contract.

Emergency repairs for damaged guardrail/guiderail will have no minimum quantities and the Contractor shall consider this when bidding the item "Emergency Response". This work will be paid at the contract unit price for each occurrence of emergency call back, and will cover all incidentals involved in executing said work.

MOBILIZATION

In Article 800-2 of the Standard Specifications, "Compensation" is deleted; therefore, payment for routine Mobilization will be considered incidental to the various bid items.

The Engineer will notify the Contractor when routine maintenance and repair of guardrail and guiderail is required. When notified that routine maintenance and repair is needed, the Contractor shall respond and begin repairs on the designated section(s) within (10) working days after notification. Routine maintenance will be requested only when the minimum amount of work required is at least 150 linear feet of steel beam guardrail repair or a minimum of 50 linear feet of cable guiderail reset or at least 150 linear feet of guardrail repair and guiderail reset combined.

The Contractor is reminded that maintenance and repair of guardrail/guiderail is a countywide operation and that the minimum amount stated above refers to the total work required countywide and not necessarily at one location. The contractor shall notify the Engineer 24 hours in advance before beginning any work.

REPLACEMENT PART

The guardrail/guiderrail item identified on the bid form as (Replacement Part) shall be replaced as requested and directed by the Engineer or his representative, anywhere in the county the component is found deficient or missing.

In reference to the guardrail replacement part “Anchor Rail, Type 350 and 350M”, the cost for yoke, cable, and cable hardware shall be considered incidental and reflected in the item unit price to complete the work for replacement part “Anchor Rail”.

No additional compensation will be made for adjusting leaning posts to proper relative position.

GUARDRAIL

GENERAL

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

The Contractor shall dismantle and remove damaged and/or existing guardrail and all components; including but not limited to concrete anchors, metal anchor sleeves, or anchor plates, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All guardrail and components removed shall become the property of the Contractor.

Rail elements shall be erected to produce a smooth continuous rail paralleling the line and grade of the highway surface or as shown on the plans. Rail elements shall be lapping in the direction of traffic.

No additional compensation will be made for adjusting leaning posts to proper relative position.

There will be no direct payment for removal and disposal of damaged and/or existing guardrail as this work shall be considered incidental to the work covered by this section. The Contractor shall include the cost of removing and disposing of existing guardrail and components in the unit price bid for each of the guardrail items included in the contract.

The Contractor shall furnish and install Bracket Type Guardrail delineators (crystal or yellow) and Yellow Reflective Sheeting for End Delineation as directed by the Engineer. This work shall be in accordance with Standard Drawing Number 1261.01. **The Contractor shall include the cost of furnishing and installing delineators and**

reflective sheeting in the unit price bid for the guardrail items included in this contract.

All work performed by the contractor shall be in compliance with the current Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer. Any old or substandard guardrail shall be replaced with the current standard specifications, and as approved by the Engineer.

Basis of payment for this contract will be the unit price bid for the item(s) accepted in-place. Prices and payment will be full compensation for all work covered including temporary lane closures (2-lane, 2-way roadway), temporary shoulder closures, furnishing and erecting posts, offset blocks, rail, disposal of all damaged materials, and any other miscellaneous hardware necessary for the prosecution and completion of the work.

REPAIR GUARDRAIL

Steel Beam Guardrail Repair shall consist of the repair of steel beam guardrail. Price and payment under this item will be paid for as stated in the contract and shall include the repair, replacement, or assembly of guardrail including rail, post, offset block, traffic control (except for temporary lane closures on multi-lane roadways as per bid item), the disposal of all damaged materials, and any other miscellaneous hardware or incidentals needed to complete the work and as approved by the Engineer. Post replacement shall be of like kind as those removed. Intermixing of wooden and steel posts will not be allowed except for end treatments placed on guardrail with steel posts. Any old or substandard guardrail shall be replaced with the current standard specifications, and as approved by the Engineer. The quantity of steel beam guardrail repair will be paid for at the contract unit price per linear foot.

The Contractor shall replace all needed components of guardrail as directed by the Engineer and stabilize existing guardrail and appurtenances at the site. **Cost for all necessary components and incidental hardware to complete the guardrail repair shall be reflected in the item unit price steel beam guardrail repair per linear foot.** The guardrail anchor units shall be paid for separately as the actual number of units which have been completed and accepted. Any work performed in an unsatisfactory manner could be basis for liquidated damages or cancellation of the contract.

RAIL ONLY

Under a separate bid item, Steel Beam Guardrail (Rail Only) shall include the removal of damaged rail and replacing with new rail, the disposal of all damaged materials, and any miscellaneous incidentals needed to complete this work, including traffic control. The quantity of steel beam guardrail (rail only) will be paid for at the contract unit price per linear foot.

REMOVE EXISTING GUARDRAIL (Demolition Only)

The Contractor shall consider the separate bid item for Remove Existing Guardrail (Demolition Only) based on unit price per linear foot. This bid item will not involve

installation or replacement of any new guardrail sections, anchors, or components. The Contractor shall include the cost of removing and disposing of existing guardrail and components in the unit price bid.

REMOVE & RESET EXISTING GUARDRAIL

Under a separate bid item, Remove & Reset Existing Guardrail shall include the removal and resetting of existing rail, posts, blocks, and any miscellaneous incidentals needed to complete this work, including traffic control, at locations directed by the Engineer, and in accordance with Section 864 of the current Standard Specifications. Guardrail Anchor Units shall be considered under the separate bid items. Remove & Reset shall be coordinated with other NCDOT construction on the site. The quantity of remove & reset existing guardrail will be paid for at the contract unit price per linear foot.

SHOP CURVE

The Contractor shall consider a separate bid item for Steel Beam Guardrail, Shop Curved based on various radii included in the unit price per linear foot.

POST (Replacement Part)

The Contractor shall consider a separate bid item for the component Guardrail Post (M), steel or wood, included in the unit price per each. This (Replacement Part) component may be requested by the Engineer independently in a location where the component is found deficient or missing, anywhere in the county. This work shall consist of setting the post and is to include block and all hardware necessary to complete the installation of specified post, as directed by the Engineer. Guardrail post is incidental to Steel Beam Guardrail Repair above.

BLOCK (Replacement Part)

The Contractor shall consider a separate bid item for the component Guardrail Offset Block, wood or poly, included in the unit price per each. This (Replacement Part) component may be requested by the Engineer independently in a location where the component is found deficient or missing, anywhere in the county. This work shall consist of setting the block and is to include all hardware necessary to complete the installation of specified block, as directed by the Engineer. Guardrail offset block is incidental to Steel Beam Guardrail Repair above.

TEMPORARY LANE CLOSURE – MULTI-LANE ROADWAY

The Contractor shall consider the separate bid item for Temporary Lane Closure – Multi-Lane Roadway (Engineer Discretion) included in the unit price per each. Temporary lane closure requires approval of Engineer or his representative prior to commencement of work at specified location.

TEMPORARY LANE/SHOULDER CLOSURE – 2-LANE ROADWAY

There shall be no direct payment for temporary lane closure (2-lane, 2-way roadway) and temporary shoulder closure as this work shall be considered incidental to the work covered by this contract (see Traffic Control provision). The Contractor shall include the

cost for temporary lane closures for 2-lane, 2-way roadways and temporary shoulder closures in the unit price bid for the guardrail items included in the contract.

Payment for guardrail unit prices bid, measured as provided for above, will be full compensation for all work covered by this provision including materials and all incidentals necessary to complete the work satisfactorily.

IMPACT ATTENUATOR UNITS, TYPE 350

DESCRIPTION

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

MATERIALS

NON-GATING IMPACT ATTENUATOR UNITS:

The impact attenuator unit (QUADGUARD) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.
ONE EAST WACKER DRIVE
CHICAGO, ILLINOIS 60601-2076
TELEPHONE: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 1-800-644-7976

GATING IMPACT ATTENUATOR UNITS:

The impact attenuator unit (BRAKEMASTER) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.
ONE EAST WACKER DRIVE
CHICAGO, ILLINOIS 60601-2076
TELEPHONE: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 1-800-644-7976

Prior to installation the Contractor shall submit to the Engineer:

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

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

CONSTRUCTION METHODS

If the median width is 40 feet (12.2 meters) or less, the Contractor must supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet (12.2 meters), the Contractor may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

MEASUREMENT AND OF PAYMENT

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

Payment will be made under:

Impact Attenuator Unit, Type 350..... Each

GUARDRAIL ANCHOR UNITS, TYPE M-350

DESCRIPTION

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

MATERIALS

The Contractor may, at his option, furnish any one of the following guardrail anchor units.

The guardrail anchor unit (SRT-350) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 1-800-644-7976

The guardrail anchor unit (FLEAT) as manufactured by:

ROAD SYSTEMS, INC.
1507 EAST 4TH STREET
BIG SPRINGS, TEXAS 79720
TELEPHONE: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.
ONE EAST WACKER DRIVE
CHICAGO, ILLINOIS 60601-2076
TELEPHONE: 312-467-6750

Prior to installation the Contractor shall submit to the Engineer:

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

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

CONSTRUCTION

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

MEASUREMENT AND PAYMENT

Measurement and payment will be made in accordance with Articles 862-5 and 862-6 of the Standard Specifications.

Payment will be made under:

Guardrail Anchor Units, Type M-350 Each

Revised to add requirements for certified working drawings and manufacturer’s instructions prior to installation. (07-31-03). Added requirement for FHWA acceptance letter, for NCHRP 350 Test Level 3 (01-08-04)

GUARDRAIL ANCHOR UNITS, TYPE 350

DESCRIPTION

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

MATERIALS

The Contractor may at his option, furnish any one of the guardrail anchor units.

Guardrail anchor unit (ET-2000) as manufactured by:

TRINITY INDUSTRIES, INC.
2525 N. STEMMONS FREEWAY
DALLAS, TEXAS 75207
TELEPHONE: 1-800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

ROAD SYSTEMS, INC.
3616 OLD HOWARD COUNTY AIRPORT
BIG SPRING, TEXAS 79720
TELEPHONE: (915) 263-2435

Prior to installation the Contractor shall submit to the Engineer:

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

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

CONSTRUCTION

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

MEASUREMENT AND PAYMENT

Measurement and payment will be made in accordance with Articles 862.5 and 862-6 of the Standard Specifications.

Payment will be made under:

Guardrail Anchor Units, Type 350 Each

REMOVE AND STOCKPILE EXISTING GUARDRAIL

Description:

Carefully dismantle and remove existing guardrail and all components, concrete anchors included, at locations indicated in the plans or as directed by the Engineer and neatly

stockpile it on the right of way, with the small parts stored in sturdy containers, for removal by State Forces. Dispose of the concrete anchors.

Method Measurement:

The quantity of remove and stockpile existing guardrail to be paid for will be the actual number of linear feet of guardrail which has been satisfactorily removed and stockpiled. Measurement will be made from center to center of the outermost post in the length of guardrail being removed. Measurement will be made prior to removing the guardrail.

Basis of Payment:

The quantity of remove and stockpile existing guardrail, measured as provided above, will be paid for at the contract unit price per linear foot for "Remove and Stockpile Existing Guardrail". Such price and payment will be full compensation for dismantling, removing, stockpiling, disposal of the concrete anchors, and all other incidentals necessary to complete the work.

Payment will be made under:

Remove and Stockpile Existing Guardrail.....Linear Foot

GUARDRAIL TRANSITION SECTION DBL FACE WEAK TO DBL FACE NORMAL

A transition section may be required to connect the DBL Face Weak to the DBL Face Normal. All posts are to be replaced with a similar material, such as wood for wood posts and steel for steel posts. Steel beam guardrail transitions must be approved by the Engineer prior to installation.

CABLE GUIDERAIL

Construction shall be performed in accordance with the applicable requirements of Section 865 of the current Standard Specifications, the details and instructions furnished by the manufacturer, and in a manner approved by the Engineer.

The Contractor shall dismantle and remove damaged and/or existing guiderail and all components; including concrete anchors, metal anchor sleeves, or anchor plates, at locations directed by the Engineer. The Contractor shall exercise care not to damage adjoining structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the Department. All guiderail and components removed shall become the property of the Contractor.

There will be no direct payment for removing and disposing of damaged and/or existing guiderail as this work shall be considered incidental to the work covered by this section. The Contractor shall include the cost of removing and disposing of existing guiderail and components in the unit price bid for the various guiderail items included in the contract. No additional compensation will be made for adjusting leaning posts so they are in proper relative position.

REPAIR GUIDERAIL

Cable Guiderail Repair shall consist of the repairing, resetting, or new installation of cable guiderail. Price and payment under this item will be paid for as stated in the contract and shall include intermediate post, hook bolt, delineator, re-attaching cable-rail, the re-tensioning of cable-rail, traffic control (except for temporary lane closures on multi-lane roadways pre-approved by Engineer), the disposal of all damaged materials, and any other miscellaneous incidentals needed to complete the work and as approved by the Engineer. The unit price for Cable Guiderail Repair does not include the cost of cable-rail, splices, end anchor post, spring assembly, anchor angle, turnbuckle, and/or anchor unit. Post replacement shall be of like kind as those removed. The quantity of cable guiderail that is repaired or reset will be paid for at the contract unit price per linear foot from standing post to standing post.

CABLE

Under a separate bid item, cable-rail shall include the removal of a portion of one damaged cable-rail and replacing with a new cable-rail including new splices, attaching new cable-rail, re-tensioning of cable-rail, the disposal of all damaged materials, and any miscellaneous incidentals needed to complete this work item, including traffic control. The quantity of cable-rail will be paid for at the contract unit price per linear foot (each strand).

ANCHOR UNIT

Under a separate bid item, cable guiderail anchor unit shall include the concrete anchor, anchor rods, anchor post, the disposal of all damaged materials, and any miscellaneous incidentals needed to complete this work, including traffic control. The quantity of cable guiderail anchor units will be paid for at the contract unit price per each.

BREAKAWAY ANCHOR ANGLE

The Contractor shall consider a separate bid item for Cable Guiderail Breakaway Anchor Angle to be paid for at the contract unit price per each.

ANCHOR POST

The Contractor shall consider a separate bid item for Cable Guiderail Anchor Post to be paid for at the contract unit price per each.

SPLICES

The Contractor shall consider a separate bid item for Cable Guiderail Splice to be paid for at the contract unit price per each.

SPRING CABLE END ASSEMBLY

The Contractor shall consider a separate bid item for Cable Guiderail Spring Cable End Assembly to be paid for at the contract unit price per each.

TURNBUCKLE

The Contractor shall consider a separate bid item for Cable Guiderail Turnbuckle to be paid for at the contract unit price per each.

INTERMEDIATE POST (Replacement Part)

The Contractor shall consider a separate bid item for Cable Guiderail Intermediate Posts (Replacement Part) to be paid for at the contract unit price per each. Replacement intermediate posts shall include the removal of deficient posts noted by the Engineer and replacing with new posts, attaching existing cable-rail, and all hardware needed to complete this work. Post replacement shall be of like kind as those removed.

HOOK BOLT (Replacement Part)

The Contractor shall consider a separate bid item for Cable Guiderail Hook Bolt (Replacement Part) to be paid for at the contract unit price per each. Replacement hook bolt shall include the removal of deficient hook bolt noted by the Engineer and replacing with new hook bolt, attaching existing cable-rail, and all hardware needed to complete this work.

RE-TENSIONING (Replacement Part)

The Contractor shall consider a separate bid item for Cable Guiderail Re-tensioning (Replacement Part) to be paid for at the contract unit price per each strand.

END POST CAP (Replacement Part)

The Contractor shall consider a separate bid item for Cable Guiderail End Post Cap (Replacement Part) to be paid for at the contract unit price per each.

END POST BEARING PLATE (Replacement Part)

The Contractor shall consider a separate bid item for Cable Guiderail End Post Bearing Plate (Replacement Part) to be paid for at the contract unit price per each.

TEMPORARY LANE CLOSURE – MULTI-LANE ROADWAY (ENGINEER DISCRETION)

The Contractor shall consider the separate bid item for Temporary Lane Closure – Multi-Lane Roadway (Engineer Discretion) included in the unit price per each. Temporary lane closure requires approval of Engineer or his representative prior to commencement of work at specified location.

TEMPORARY LANE/SHOULDER CLOSURE – 2-LANE ROADWAY

There shall be no direct payment for temporary lane closure (2-lane, 2-way roadway) and temporary shoulder closure as this work shall be considered incidental to the work

covered by this contract (see Traffic Control provision). The Contractor shall include the cost for temporary lane closures for 2-lane, 2-way roadways and temporary shoulder closures in the unit price bid for the guardrail items included in the contract.

Payment for cable guiderail unit prices bid, measured as provided for above, will be full compensation for all work covered by this provision including materials and all incidentals necessary to complete the work satisfactorily.

RESPONSIBILITY FOR DAMAGES

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the Contract.

Any damages to adjacent shoulders, medians, paved areas, utilities, property owners, or other facilities that may occur during the work shall be at the Contractor's expense and be repaired or replaced by the contractor to the satisfaction of the Engineer.

TRAFFIC CONTROL

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

The Contractor shall abide by all traffic control regulations and maintain an open, safe lane of traffic at all times for the traveling public with the necessary flagmen and or pilot vehicle as the job deems necessary with the approval of the Engineer. The Contractor must maintain service to all businesses during their hours of operations.

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

The portable work zone signs shall be 48"x 48". Use portable work zone signs and stands specifically designed for one another. Roadway to sign mounting height shall be 5 feet minimum off the ground (refer to Roadway Standard Drawing 1110.02). Signs shall be

either composite, aluminum, or retroreflective roll-up (Non-reflective Mesh Signs will not be accepted). Portable work zone signs shall be mounted 3' minimum from travel lane on the right shoulder or in the median to maintain a work zone of 2-mile maximum length. Care should be taken that these signs are displayed only while work is underway.

- 1) Work less than four (4) feet from the travel lane on 2-lane 2-way roadway or 2-lane 2-way roadway with 2-lane turn lane shall require "Temporary Lane Closure" (refer to NCDOT Roadway Standard Drawings 1101.02, Sheets 1 & 2 of 7). The Contractor shall furnish, install, and maintain advance warning work zone signs and required lane closure signing and devices. Traffic movements through lane closures shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests, hats, stop/slow paddles, and any other incidentals necessary to complete the work. No direct or separate payment shall be made "Temporary Lane Closures" on roads with two-way traffic, as they shall be considered incidental to other contract items.
- 2) Work within 4 to 40 feet of the travel lane on multi-lane roadways shall require "Shoulder Closures Utilizing Drums" (refer to Roadway Standard Drawing 1101.04). The Contractor shall furnish, install, and maintain advance warning work zone signs and required Shoulder Closure signing and devices. No direct or separate payment shall be made "Temporary Shoulder Closures", as they shall be considered incidental to other contract items.
- 3) A "Temporary Lane Closure" for multi-lane roadways may be necessary at the discretion of the Engineer (refer to Roadway Standard Drawing 1101.02, Sheet 3 of 7). When guardrail installation and/or repairs are to be performed in an area along multi-lane roadways where the Engineer has determined and approved that a "Temporary Lane Closure" is required, the Contractor shall provide a temporary lane closure in accordance with latest edition of Manual on Uniform Traffic Control Devices. Compensation for providing a full lane closure will be made at the contract bid price for Temporary Lane Closure – Multi-Lane Roadway (Engineer Discretion) and such payment will be full compensation for all work covered by this section, including but not limited to, furnishing, installing, maintaining, relocating and removing all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the maintenance and/or repair work and protect the public. Temporary Lane Closure – Multi-Lane Roadway (Engineer Discretion) will be paid for on a lump sum basis for each full lane closure which the Contractor is required by the Engineer to provide.

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

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

UNBALANCED BID EVALUATION

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department.

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*.

PLANT AND PEST QUARANTINES

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

(3-18-03)

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.com/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.

ERRATA

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

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

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

Division 12

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

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

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

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.
Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

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

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”.

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT

(6-28-77)

Z-6

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

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities and comparing the total amount bid for the following items:

- Emergency Response
- Traffic Control – Multi-Lane Roadway (Engineer’s Discretion)
- Steel Beam Guardrail Repair
- Steel Beam Guardrail (Rail Only)
- Steel Beam Guardrail (Double Faced)
- Steel Beam Guardrail Terminal Sections
- Thrie Beam Guardrail
- Guardrail Anchor Unit, Type CAT-1
- Guardrail Anchor Unit, Type III
- Guardrail Anchor Unit, Type III Modified
- Guardrail Anchor Unit, Type 350
- Guardrail Anchor Unit, Type M350
- Impact Attenuator Unit – Type 350 “Non-Gating 90 Inch”
- Impact Attenuator Unit – Type 350 “Gating”
- Impact Attenuator Unit – Type 350 “Non-Gating 24-Inch”
- Head (Replacement Part – Type 350 and 350M)
- Anchor Rail (Replacement Part – Type 350 and 350M)
- Steel Hinged Post (Replacement Part – Type 350 and 350M)
- 6’ Steel Breakaway Post (weakened) (Replacement Part – Type 350 and 350M)
- Guardrail Post (steel) (Replacement Part)
- Guardrail Post (wood) (Replacement Part)
- Guardrail Offset Block (wood or poly) (Replacement Part)
- Steel Beam Guardrail Transition Section DBL Face Weak to DBL Face Normal
- Cable Guiderail Repair
- Cable Guiderail Splices

All other items are listed for contingent bids. The Contractor may be required to furnish and install these items if it is determined by the Engineer to be necessary. **Note: Bids are required on all contingent items. Any proposals which do not have a bid for contingent items will be considered non-responsive and will not be considered for award of contract. Proposals containing excessively priced contingent items may not be considered for award.**

The quantities listed are approximate and used for determining the lowest responsible bidder only. No minimum or maximum amount of work is guaranteed under this contract.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

ON-THE-JOB TRAINING

(10-16-07) (Rev. 7-21-09)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice To: G. R. Spangler, District Engineer
North Carolina Department of Transportation
Division 12 / District 1
P.O. Box 47
Shelby, NC 28151

Firm Invoice No. Reference _____
NCDOT PO / Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____
Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Total Amount Paid to Subcontractor Firms					\$	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature _____ Title _____



LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

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

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

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

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ _____

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

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

Affirmation

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

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

Contract No. _____

Rev. 4-19-11

County _____

**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: _____

Contract No. _____

Rev. 4-19-11

County _____

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

By _____

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Contractor, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____

Rev. 4-19-11

County _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

North Carolina Department of Transportation

BID FORM

WBS ELEMENT: 12.102320, 12.103620 (Primary); 12.102340, 12.103640 (Interstate); 12.202311, 12.203611 (Secondary)

DESCRIPTION: GUARDRAIL/GUIDERAIL MAINTENANCE & REPAIR

COUNTY: CLEVELAND & GASTON

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Emergency Response	10	EA		
2	SP	Temporary Lane Closure – Multi-Lane Roadway (Engineer Discretion)	20	EA		
3	862	Steel Beam Guardrail Repair	2000	LF		
4	862	Steel Beam Guardrail (Rail only)	400	LF		
5	862	Steel Beam Guardrail, Double Faced	150	LF		
6	862	Steel Beam Guardrail Terminal Sections	15	EA		
7	862	Thrie Beam Guardrail	100	LF		
8	862	Guardrail Anchor Unit - Type CAT-1	5	EA		
9	862	Guardrail Anchor Unit - Type III	4	EA		
10	862	Guardrail Anchor Unit - Type III Modified	4	EA		
11	862	Guardrail Anchor Unit - Type 350	10	EA		
12	862	Guardrail Anchor Unit - Type M350	10	EA		
13	862	Impact Attenuator Unit – Type 350 “NON-GATING 90 INCH”	2	EA		
14	862	Impact Attenuator Unit - Type 350 "GATING"	3	EA		
15	862	Impact Attenuator Unit - Type 350 "NON-GATING 24 INCH"	3	EA		
16	SP	Head (Replacement Part – Type 350 & 350M)	2	EA		
17	SP	Anchor Rail (Replacement Part – Type 350 and 350 M)	5	LF		
18	SP	Steel Hinged Post (Replacement Part– Type 350 and 350M)	10	EA		
19	SP	6’ Steel Breakaway Post (weakened) (Replacement Part–Type 350 & 350M)	10	EA		
20	862	Guardrail Post (Replacement Part) (steel)	25	EA		
21	862	Guardrail Post (Replacement Part) (wood)	50	EA		
22	SP	Guardrail Offset Block (Replacement Part) (wood or poly)	50	EA		
23	SP	Steel Beam Guardrail Transition Section DBL Face Weak to DBL Face Normal	5	EA		
24	SP	Cable Guiderail Repair	2000	LF		
25	SP	Cable Guiderail Splices	10	EA		

NOTE: CONTRACT QUANTITIES ARE APPROXIMATE AND USED FOR DETERMINING THE LOWEST RESPONSIBLE BIDDER ONLY. NO MINIMUM OR MAXIMUM AMOUNT OF WORK IS GUARANTEED UNDER THIS CONTRACT.

TOTAL BID FOR PROJECT: _____

CONTINGENT BID ITEMS

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
26	862	Steel Beam Guardrail (New Installation Only)	500	LF		
27	863	Remove Existing Guardrail (Demolition Only)	250	LF		
28	864	Remove & Reset Existing Guardrail	250	LF		
29	SP	Remove & Stockpile Existing Guardrail	150	LF		
30	862	Steel Beam Guardrail, Shop curved (Various Radii)	150	LF		
31	862	Steel Beam Guardrail, Shop curved (Rail only, various radii)	250	LF		
32	862	Thrie Beam Terminal Sections	5	EA		
33	862	Guardrail Anchor Unit - Type AT-1	4	EA		
34	862	Guardrail Anchor Unit - Type XI Modified	5	EA		
35	1261	Additional Guardrail Delineators (Permanent, Crystal)	100	EA		
36	1261	Additional Guardrail Delineators (Permanent, Yellow)	100	EA		
37	SP	Buffer End Section CAT-1 & AT-1	5	EA		
38	865	WTR Steel Transition Section	4	EA		
39	SP	Typical End Shoe	2	EA		
40	865	20" Tubular Triple Corrugated Steel Beam Guardrail	200	LF		
41	865	Cable Guiderail New Installation Only	300	LF		
42	SP	Cable-rail	50	LF		
43	SP	Cable Guiderail Anchor Post	3	EA		
44	SP	Cable Guiderail Spring Cable End Assembly	3	EA		
45	SP	Cable Guiderail Intermediate Post (Replacement Part)	5	EA		
46	SP	Cable Guiderail Retensioning (each cable) (Replacement Part)	5	EA		

47	SP	Cable Guiderail Anchor Unit	1	EA		
48	SP	Cable Guiderail Breakaway Anchor Angle	2	EA		
49	SP	Cable Guiderail Turnbuckle	5	EA		
50	SP	Cable Guiderail Hook Bolt (Replacement Part)	5	EA		
51	SP	Cable Guiderail End Post Cap (Replacement Part)	5	EA		
52	SP	Cable Guiderail End Post Bearing Plate (Replacement Part)	5	EA		

CONTRACTOR _____

ADDRESS _____

PHONE NO. _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

Corporate Seal

