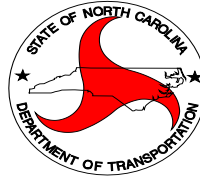


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



**DIVISION 8
TRAFFIC SERVICES**

CONTRACT PROPOSAL

WBS ELEMENT: TBD (TO BE DETERMINED)

COUNTIES: CHATHAM, HOKE, LEE, MONTGOMERY, MOORE, RANDOLPH, RICHMOND, SCOTLAND

DESCRIPTION: DIVISION 8 – INSTALLATION OF ROADWAY MARKINGS AND REMOVAL OF PAVEMENT MARKINGS AS NEEDED

BID OPENING: TUESDAY, DECEMBER 6, 2011

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. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

US Postal Service:
North Carolina Dept. of Transportation
Division of Highways
P.O. Box 1067
Aberdeen, NC 28315
Attn.: L. Alison Whitesell, PE

Delivery Service:
North Carolina Dept. of Transportation
Division of Highways
902 N. Sandhills Boulevard
Aberdeen, NC 28315
Attn.: L. Alison Whitesell, PE

INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name 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 NCDOT 8th DIVISION OFFICE AT 902 N. SANDHILLS BLVD., P. O. BOX 1067, ABERDEEN, NORTH CAROLINA 28315 NO LATER THAN 2:00 PM, TUESDAY, DECEMBER 6, 2011.**
12. The sealed bid must display the Contractor's name and address and the following statement on the front of the sealed envelope:

QUOTATION FOR WBS ELEMENT TBD – DIVISION 8 – INSTALLATION OF ROADWAY MARKINGS AND REMOVAL OF PAVEMENT MARKINGS AS NEEDED TO BE OPENED AT 2:00 P.M, TUESDAY, DECEMBER 6, 2011

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

US Postal Service:
**North Carolina Dept. of Transportation
Division of Highways
P.O. Box 1067
Aberdeen, NC 28315
Attn.: L. Alison Whitesell, PE**

Delivery Service:
**North Carolina Dept. of Transportation
Division of Highways
902 N. Sandhills Boulevard
Aberdeen, NC 28315
Attn.: L. Alison Whitesell, PE**

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 102-10) 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 any or all bids.

PURCHASE ORDER CONTRACT **PROJECT SPECIAL PROVISIONS**

GENERAL

This contract is for the installation of roadway markings and removal of pavement markings as needed on selected routes in Chatham, Hoke, Lee, Montgomery, Moore, Randolph, Richmond, and Scotland Counties.

All State and Contractor supplied equipment to be properly placed according to specific intersection signal design, if applicable. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the 2012 North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, the 2012 North Carolina Department of Transportation *Roadway Standard Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

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

All quotations shall be furnished on the attached PAVEMENT MAKINGS QUOTATION BID FORM. Quotations will be evaluated based on the TOTAL BID OF ALL ITEMS. Payment to the successful low bidder will be based on actual quantities of each installed and accepted at the PER UNIT PRICE for each item as quoted.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the Date of Issuance of Purchase Order. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

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

The end date for this contract shall be December 31, 2012. No extensions will be authorized except as authorized by Article 108-10 of the *Standard Specifications*.

The Contractor will have seven (7) working days from notification by the State to begin work.

Liquidated damages of Three Hundred Dollars (\$300.00) per calendar day will be charged for each calendar day after the seventh day from notification to begin work.

BASIS OF AWARD:

The Contractor is advised that this is an annual needs contract and that the quantities as shown on the bid form are estimates only. Actual quantities will be determined on an as needed basis. The quantities shown on the bid form will be used to establish unit prices for each line item and determination of low bid only. The Contractor shall submit a unit price for every item on the bid form.

Unit prices should reflect actual costs; in accordance with Article 102-14, unbalanced bids may be rejected.

Quotations will be evaluated based on the total bid of all items. There are no guarantees either stated or implied for the quantities as shown on the bid form. Payment to the successful low bidder will be based on actual quantities installed and accepted at the PER UNIT PRICE for each item as quoted.

CONTRACTOR'S LICENSE REQUIREMENTS

Specialty Pavement Marking installation is considered specialty work therefore; a general contractor's license is waived.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

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

DAY AND TIME RESTRICTIONS

Monday through Friday from 7:00 A.M. to 9:00 A.M. and 4:30 P.M. to 6:00 P.M.

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 8:00 p.m. December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 8:00 p.m. Thursday and 9:00 a.m. Tuesday.
4. For **Memorial Day**, between the hours of 8:00 p.m. Friday and 9:00 a.m. Tuesday.
5. For **Independence Day**, between the hours of 8:00 p.m. the day before Independence Day and 9:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 8:00 p.m. the Thursday before Independence Day and 9:00 a.m. the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of 8:00 p.m. Friday and 9:00 a.m. Tuesday.
7. For **Thanksgiving Day**, between the hours of 8:00 p.m. Tuesday and 9:00 a.m. Monday.
8. For **Christmas**, between the hours of 8:00 p.m. the Friday before the week of Christmas Day and 9:00 a.m. the following Tuesday after the week of Christmas Day.

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

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

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

Relaxation of this restriction may be granted on a case by case basis upon approval from the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations. The Department reserves the authority to restrict work hours at any given location, as it deems necessary for the safety of the motorists and the Contractor. The Contractor shall notify the Department 24 hours in advance of his work location and work plan.

The liquidated damages are Four Hundred Dollars (\$400.00) per hour.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:

(10-16-07)(Rev. 11-15-11)

RG68

Description

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

Definitions

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

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

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

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

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

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

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

Municipality - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

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

products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

Standard Specifications - The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book.

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

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

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

Forms and Websites Referenced in this Provision

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

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

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc>

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE Goal

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

(A) Minority Business Enterprises **0 %**

(1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.

(2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **0 %**

(1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.

(2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

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

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(A) *If either the MBE or WBE goal is more than zero*,

(1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

(2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.

(3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

(B) *If either the MBE or WBE goal is zero*, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

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

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

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

Written Documentation – Letter of Intent

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

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

One complete set and six (6) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on

Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

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

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

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

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

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

(B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

(C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D)

(1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

(E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

(G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.

(I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

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

(1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.

(2) The bidders' past performance in meeting the MBE and WBE goals.

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

(1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a

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

(B) MBE/WBE Utilization in Trucking

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

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

(2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

(5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

(6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

(7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

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

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

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

(1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a

MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

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

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

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor from further bidding for a specified length of time.

EMPLOYMENT:

(11-15-11)

RG184 Rev.

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, delete the first sentence of the second paragraph and delete the first word of the second sentence of the second paragraph.

PROSECUTION AND PROGRESS

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

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

OUTSOURCING OUTSIDE THE USA:

(9-21-04)

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.

PURCHASE ORDER CONTRACT PROJECT SPECIAL PROVISIONS

ROADWAY MARKINGS

GENERAL

All work shall conform to the Project Special Provisions, the NC Department of Transportation *Standard Specifications for Roads and Structures 2012*, the North Carolina Department of Transportation *Roadway Standards Drawings 2012*, the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)* as of contract award date. The Contractor is strongly urged to become familiar with the requirements of these specifications.

PAVEMENT MARKING

The work covered by this special provision consists of marking the pavement surface with pavement markings to direct and control the movement of traffic and shall consist of tracing existing pavement markings or placing new markings at locations premarked by State Forces. **The contractor is reminded that some of the linear installation required by this contract will be considered "long line" installation. The use of a hand cart will not be acceptable for the placement of these long lines.**

The above work must be completed within thirty (30) calendar days from date of notification by the North Carolina Department of Transportation, Division of Highways. Each notification will be for a minimum of \$ 2000.00 dollars of various line items, which can be at several different locations.

The quantities shown on the bid proposal form are a guide for bid prices, and it should be understood and agreed that the State is not obligated to install pavement markings in excess of its normal requirements.

All work shall be performed in accordance with Section 1205 of the 2012 Standard Specifications for Roads and Structures. Payment for all quantities will be per total amount of material placed and accepted. The contractor should note that the line item for symbols includes all arrow types, whether single or combination and shall be paid as one unit per symbol. Character Pavement Markings are paid per letter or number.

PAVEMENT MARKING REMOVAL

The work covered by this special provision consists of removing existing pavement markings as shown on plans and/or directed by the Engineer. The existing pavement markings shall be removed sufficiently as directed by and acceptable to the Engineer. Pavement marking arrows and/or 24" stop bars may be removed in conjunction with the removal of the 4" pavement lines. The contractor will have seven (7) working days from notification by the State to begin work.

When removing existing pavement markings, a minimum of 90% of the total area of the existing pavement markings shall be removed, such that, a minimum of 90% of the pavement surface is uniformly exposed throughout. The Contractor shall remove existing pavement markings so that a neat appearance is provided. No loose or flaking existing pavement markings shall remain after successful removal of pavement markings.

Whenever grinding, scraping, sandblasting, shotblasting or other operations are performed to remove existing pavement markings, the work shall be conducted in such a manner that finished pavement surface is not damaged or left in a condition that may mislead or misdirect the motorist. **The Contractor shall repair any damage to the pavement, pavement joint materials, or the pavement surface caused by the removal of existing pavement markings by methods acceptable to the engineer and at no additional cost to the Department of Transportation.** When these operations are completed, the

pavement surface shall be cleaned to remove residue and/or debris resulting from the removal of existing pavement markings. All residue and/or debris shall be properly disposed of by the contractor.

When removal of existing pavement markings and/or objectionable materials is obscuring existing pavement markings of a lane occupied by the traveling public, the residue including but not limited to dust shall be removed immediately from the surface being treated. Such removal shall be by methods approved by the Engineer.

No direct payment shall be made for the removal of existing pavement markings, which have not been authorized by the Engineer.

PAVEMENT MARKING OBSERVATION PERIOD

Following completion of all work required to be completed, there will be a 12 month observation period for Thermoplastic before final acceptance.

Pavement markings that fail to meet all requirements of this contract during the observation period shall be removed and replaced at no expense to the Department. The contractor shall replace all pavement markings failing the requirements of these specifications within thirty (30) days following notification by the engineer of such failing. All replacement pavement markings shall meet all requirements of this contract for a minimum of ten (10) calendar days after installation.

Marking replacement shall be performed in accordance with the requirements specified herein for the initial application, including but not limited to surface cleaning, etc. During the 12 month observation periods, the pavement markings installed under this contract shall be warranted by the contractor against failures such as discoloration, chipping, spalling, poor adhesion, and loss of reflectivity caused by the effects of improper cleaning, application methods, or application equipment.

MILLED RUMBLE STRIPS

Description:

The work covered by this provision consists of the construction of rumble strips on asphaltic concrete for both shoulder and centerline applications in accordance with the details in the plans and as directed by the Engineer.

Equipment:

The equipment shall consist of a rotary type cutting head with a maximum outside diameter of 610 millimeters (2.0 feet) and will be a minimum of 406 millimeters (16-inches) long. The cutting head shall have the cutting tips arranged in such a pattern as to provide a relatively smooth cut. The cutting head(s) shall be on its own independent suspension from that of the power unit to allow the tool to self align with the slope of the roadway and/or any irregularities in the pavement surface.

The rumble strips shall have finished dimensions of 178 millimeters (7-inches) (13 millimeters – $\pm \frac{1}{2}$ inch) wide in the direction of travel and shall be a minimum of 406 millimeters (16-inches) long measured perpendicular to the direction of travel. The depressions shall have a concave circular shape with a minimum 13 millimeters ($\frac{1}{2}$ inch) depth at the center (maximum allowable depth 16 millimeters - $\frac{5}{8}$ inch). The Rumble Strips shall be placed in relation to the roadway according to the patterns shown in the plans or as directed by the Engineer.

Construction:

The cutting tool shall be equipped with guides to provide consistent alignment of each cut in relation to the roadway and to provide uniformity and consistency throughout the project.

The Contractor shall demonstrate to the Engineer the ability to achieve desired surface inside each depression without tearing or snagging the asphalt prior to beginning the work.

Material resulting from the operation shall become the property of the Contractor and shall be removed and disposed of in accordance with Section 802 of Standard Specifications.

At the end of each working day, all equipment shall be removed to a location where it does not present a hazard to traffic, the pavement shall be cleaned by flushing and the work area shall be reopened to traffic.

Method of Measurement:

The quantity of rumble strips to be paid for will be actual number of feet of barrier line measured longitudinally along the surface of the barrier line, where rumble strips have been constructed.

Basis of Payment:

The quantity of rumble strips, measured for above, will be paid for at the contract unit price per linear feet for "Milled Rumble Strips 7-inches Wide".

The above price and payment will be full compensation for furnishing all labor, equipment, disposal of milled material and all incidentals necessary to complete the work satisfactorily.

NIGHT WORK

When performing work at night, appropriate lighting shall be provided in accordance with Section 1413 of the North Carolina Department of Transportation Standard Specifications for Roads and Highways 2012. No payment will be made for this work as it is considered incidental to other items in the contract.

FINAL ACCEPTANCE

At the end of the 12 month observation period, the pavement markings will be inspected for final acceptance. Final acceptance shall be performed as per Section 1205 of the Standard Specifications and Special Provisions.

After inspection of the pavement markings at the end of the 12-month observation period, the Contractor, at no expense to the Department of Transportation, shall replace any pavement markings determined to perform unsatisfactorily due to defective application or adhesion. The contractor shall furnish the material, labor and equipment needed for repairs at no cost to the Department necessary to complete repairs or replacement of any pavement markings found to be deficient at the end of the 12-month observation period. All work or items, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

WORK ZONE 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 2012*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

Work shall not be performed before sunrise or after sunset **unless** in compliance with Section 107 of the Standard Specifications and the Contractor provides artificial lighting as may be necessary to provide for safe and proper construction and to provide for adequate inspection of the work as described in Section 1413 of the Standard Specifications except that no direct payment will be made for items covered in Section 1413.

The Contractor shall operate his equipment and conduct his operation in the same direction as the flow of traffic. Work shall be done in accordance with Section 150 of the Standard Specifications. Work shall only be performed when the weather and visibility conditions allow safe operations.

When working within the travelway, the contractor shall use a standard lane closure in accordance with Standard Drawing 1101-02, or a moving operation caravan utilizing a shadow vehicle and truck mounted attenuator in accordance with 1089-9 and 1165 of the Standard Specifications. While installing markings on interstate type (four lane-divided) sections, a changeable message sign shall be used. A moving operation caravan shall only be used if the marking operations maintain a minimum speed of 3 MPH at all times with no stops that would narrow or close a lane of travel. The moving operation caravan shall consist, as a minimum, of the devices shown on the detail sheets for “**Moving Operation Caravan**” as enclosed, Drawing #6, #7 and #8.

No direct payment will be made for these items, as it will be considered incidental to removal and installation of pavement markings operation and payment at the contract unit price for the pavement marking items in the contract will be full compensation for such work.

Traffic cones (36-inch minimum height) may be used when approved by the Engineer. When cones are used, they shall either be double stacked or have special heavy bottoms such that they will not be blown over by traffic. The Contractor shall temporarily remove his equipment from the roadway for emergency vehicles and school busses as directed by the Engineer.

No direct payment will be made for these items, as it will be considered incidental to the marking operation and payment at the contract unit price for the marker items in the contract will be full compensation for such work.

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

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

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

At least one member of each crew on the project site shall be certified in the placement of pavement markings and markers by the American Traffic Services Association. This person does not have to be the same person in each crew throughout the life of the project

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(B) of the *Standard Specifications*.

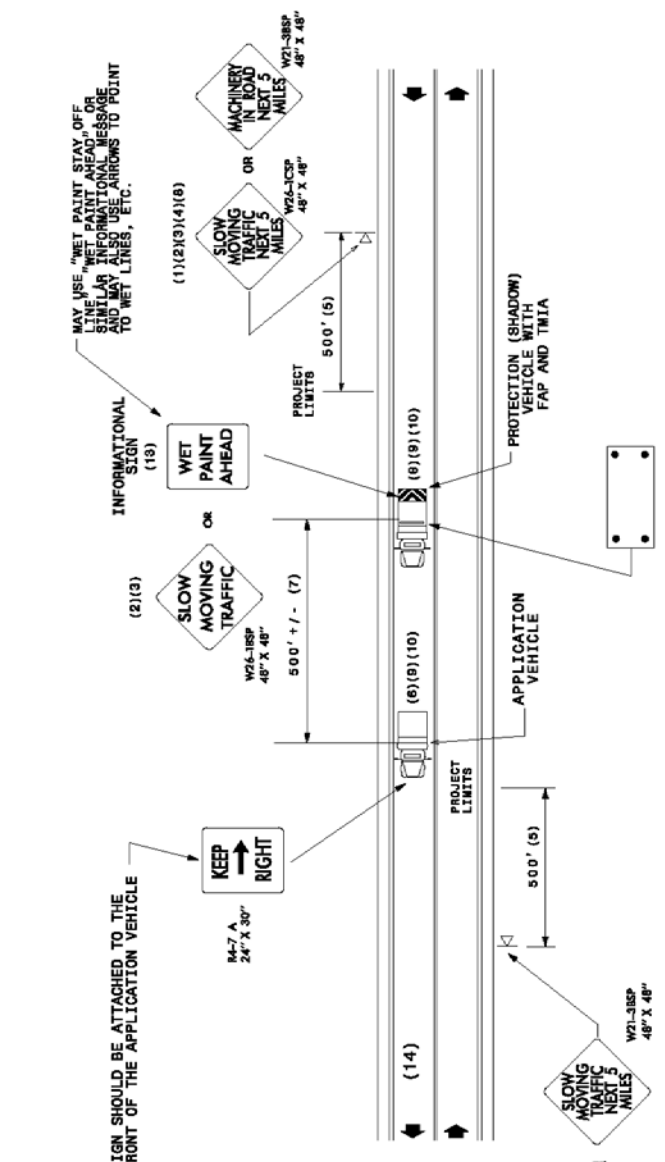
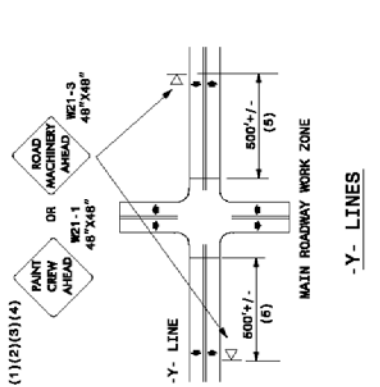
No direct payment will be made for these items, as it will be considered incidental to the marking operation and payment at the contract unit price for the pavement marking items in the contract will be full compensation for such work.

GENERAL NOTES

- (1) THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
- A. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
 - B. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST CIRCLE TO PICK UP SIGNS)
 - D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS) (MUST USE CIRCLE TO PICK UP SIGNS)
- (2) ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII, VIII OR IX SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- (3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW PANEL AND/OR LIGHTBAR.
- (4) GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND TO BOTTOM OF SIGN.
- (5) SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- (6) ADDITIONAL VEHICLES SHOULD BE USED IN WORK CARAVAN TO FACILITATE DRYING OF PAVEMENT MARKING MATERIAL (TMA'S ARE OPTIONAL ON THESE ADDITIONAL VEHICLES). HOWEVER, THE FIRST VEHICLE MOTORISTS SEE IN THE TRAVEL LANE SHALL HAVE A TMA.
- (7) ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.
- (8) ROUND UP MILEAGE TO NEXT WHOLE MILE. WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH.
- (9) RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- (10) USE OF A LIGHT BAR ON ALL VEHICLES IS REQUIRED, BUT A ROTATING BEACON MAY BE USED INSTEAD.
- (11) IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- (12) ALL TRAFFIC CONTROL DEVICES WILL BE CONSIDERED INCIDENTAL TO THE PAVEMENT MARKING AND MARKERS.
- (13) INFORMATIONAL SIGNS SHOULD BE ACTIVITY SPECIFIC, I.E. "PAINT CREW IN ROAD" SIGNS MAY BE RECTANGULAR OR DIAMOND SHAPE. SIGN SIZE SHOULD BE BASED ON THE MOTORIST ABILITY TO RECOGNIZE SIGN WHEN TRAVELING FIVE (5) MILES ABOVE POSTED SPEED LIMIT.
- (14) IF A LEAD VEHICLE IS ADDED TO OPERATION, IT SHOULD HAVE THE SAME ADVANCE WARNING SIGNS AS THE APPLICATION VEHICLE SHOWN BELOW.

LEGEND

- PORTABLE SIGN. SIGNS MUST BE RORFP-350 AND ROROT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- APPLICATION VEHICLE WITH LIGHT BAR
- PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMA) AND LIGHT BAR (SEE ROADWAY STANDARD NO. 1186.01) TMA MUST BE RORFP-350 TEST LEVEL 3 (80-MPH) APPROVED.
- FLASHING ARROW PANEL, TYPE "B" (60"x30" TMA.), "CAUTION MODE"



MOVING OPERATION CARAVAN
 (OPERATIONS TRAVELING 3 MPH OR FASTER)
 PLACING PAVEMENT MARKING OR MARKERS
 ON TWO-LANE TWO-WAY ROADWAYS

DRAWING NUMBER 6
 IMPLEMENTATION DATE: 07/01/97
 REVISED: 11/03/04

GENERAL NOTES

(1) THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:

- A. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- B. GROUND MOUNTED ADVANCE WARNING SIGNS
- C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE CIRCLE TO PICK UP SIGNS)
- D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS) (MUST USE CIRCLE TO PICK UP SIGNS)

(2) ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE RED LENS WITH SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.

(3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW PANEL AND/OR LIGHTBAR.

(4) GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.

(5) SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.

(6) ADDITIONAL VEHICLES SHOULD BE USED IN WORK CARAVAN TO FACILITATE DIVING OF PAVEMENT MARKING MATERIALS. (T.M.A.'S ARE OPTIONAL FOR THESE ADDITIONAL VEHICLES) HOWEVER, THE FIRST VEHICLE MOTORISTS SEE IN THE TRAVEL LANE SHALL HAVE A T.M.A.

(7) ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.

(8) ROUND UP MILEAGE TO NEXT WHOLE MILE. WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH.

(9) RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.

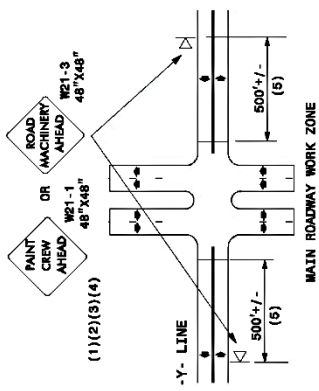
(10) USE OF A LIGHT BAR ON ALL VEHICLES IS PREFERRED, BUT A ROTATING BEACON MAY BE USED INSTEAD.

(11) IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.

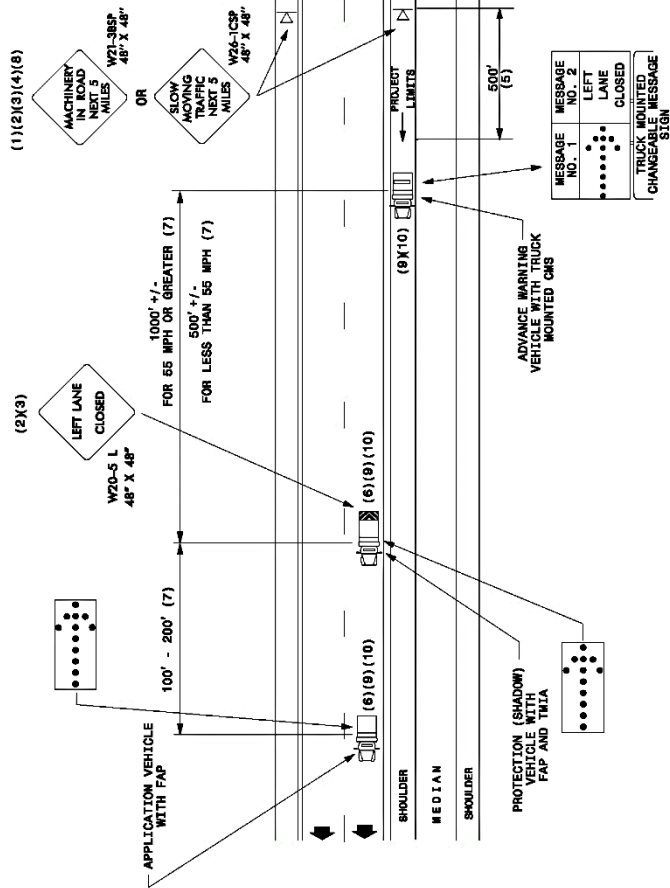
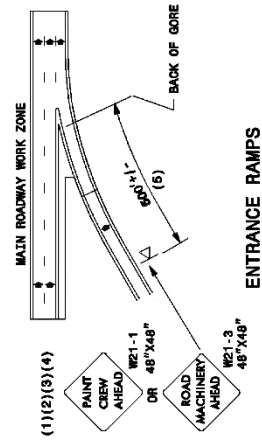
(12) ALL TRAFFIC CONTROL DEVICES WILL BE CONSIDERED INCIDENTAL TO THE PAY ITEMS FOR PAVEMENT MARKING AND MARKERS.

LEGEND

- PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED. DIRECTION OF TRAFFIC FLOW
- APPLICATION VEHICLE WITH LIGHT BAR
- PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMIA) AND LIGHT BAR (SEE ROADWAY MESSAGE SIGN (CMS) AND LIGHT BAR MESSAGE SIGN LETTER HEIGHT SHOULD BE A MINIMUM OF 10 INCHES.
- ADVANCE WARNING VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMIA) AND LIGHT BAR (SEE ROADWAY MESSAGE SIGN (CMS) AND LIGHT BAR MESSAGE SIGN LETTER HEIGHT SHOULD BE A MINIMUM OF 10 INCHES.
- FLASHING ARROW PANEL. TYPE "B" (60"x30" MIN.). APPROPRIATE DIRECTION INDICATED
- CHANGEABLE MESSAGE SIGN



-Y- LINES



MOVING OPERATION CARAVAN

(OPERATIONS TRAVELING 3 MPH OR FASTER)
 PLACING PAVEMENT MARKING OR MARKERS
 ON NON-INTERSTATE MULTILANE DIVIDED ROADWAYS

DRAWING NUMBER 7
 IMPLEMENTATION DATE: 07/01/97
 REVISED: 11/03/04

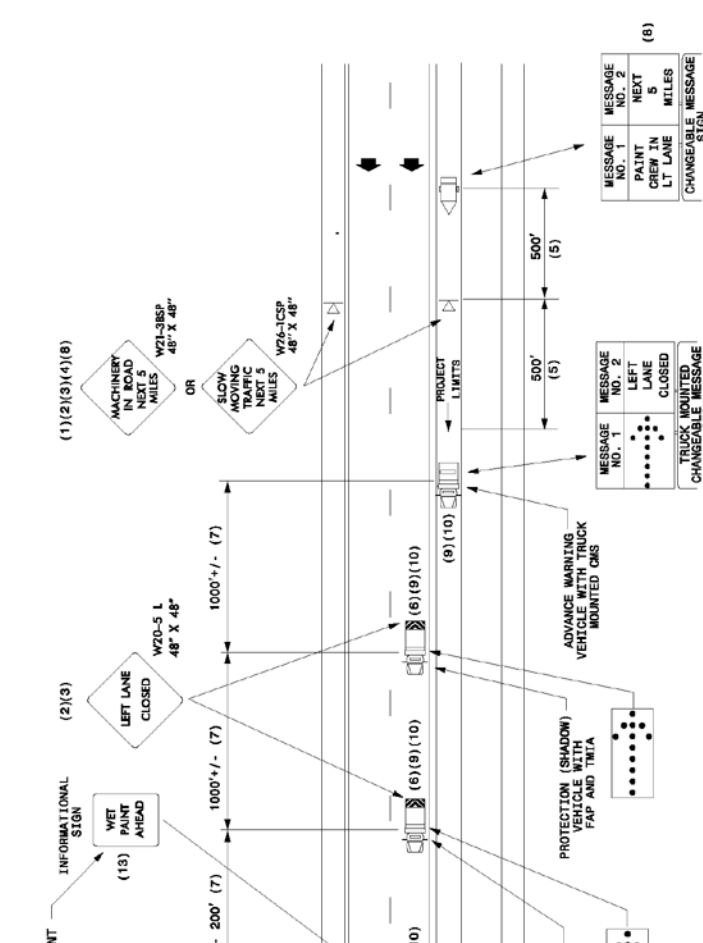
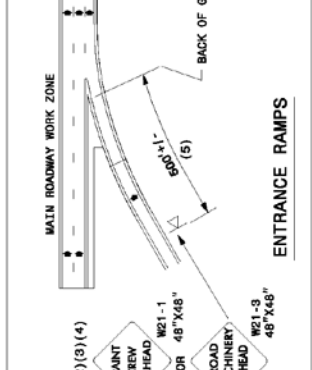
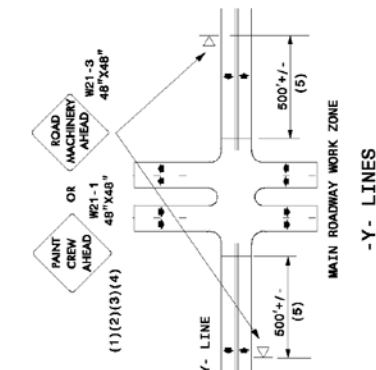
GENERAL NOTES

- (1) THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
 - A. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
 - B. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST CIRCLE TO PICK UP SIGNS)
 - D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS) (MUST USE CIRCLE TO PICK UP SIGNS)
- (2) ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH ALLOWED CHANGES TO THE SIGN SHEET. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- (3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW PANEL AND/OR LIGHTBAR.
- (4) GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.
- (5) SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- (6) ADDITIONAL VEHICLES SHOULD BE USED IN WORK CARAVAN TO FACILITATE PLACING AND REMOVING PAINT MARKERS (T.M.A.) AND/OR VEHICLE MOTORISTS THESE (ADDITIONAL VEHICLES) HOWEVER, THE FIRST VEHICLE MOTORISTS SEE IN THE TRAVEL LANE SHALL HAVE A T.M.A.
- (7) ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.
- (8) ROUND UP MILEAGE TO NEXT WHOLE MILE. WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH.
- (9) RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- (10) USE OF A LIGHT BAR ON ALL VEHICLES IS PREFERRED, BUT A ROTATING BEACON MAY BE USED INSTEAD.
- (11) IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- (12) ALL TRAFFIC CONTROL DEVICES WILL BE CONSIDERED INCIDENTAL TO THE PAY ITEMS FOR PAVEMENT MARKING AND MARKERS.
- (13) INFORMATIONAL SIGNS SHOULD BE ACTIVITY SPECIFIC, I.E. PAINT CREW IN ROAD SIGNS MAY BE RECTANGULAR OR DIAMOND SHAPE. SIGN SIZE SHOULD BE BASED ON THE MOTORSIST'S SIGHT DISTANCE RECOGNIZE SIGN WHEN TRAVELLING FIVE (5) MILES ABOVE POSTED SPEED LIMIT.

LEGEND

- PORTABLE SIGN - SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- APPLICATION VEHICLE WITH LIGHT BAR
- PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (T.M.I.A.) AND/OR LIGHT BAR. USE OF T.M.A. MUST BE NCHRP-350 TEST LEVEL 3 (60+MPH) APPROVED.
- ADVANCE WARNING VEHICLE WITH TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS) AND LIGHT BAR. MESSAGE SIGN LETTER HEIGHT SHOULD BE A MINIMUM OF 10 INCHES.
- FLASHING ARROW PANEL (OPTIONAL)
- APPROPRIATE DIRECTION INDICATED
- CHANGEABLE MESSAGE SIGN

MAY USE "WET PAINT STAY OFF" SIGN, "WET PAINT AHEAD" OR "ROAD MACHINERY AHEAD" SIGNS AND MAY ALSO USE ARROWS TO POINT TO WET LINES, ETC.



MOVING OPERATION CARAVAN
 (OPERATIONS TRAVELING 3 MPH OR FASTER)
 PLACING PAVEMENT MARKING OR MARKERS
 ON INTERSTATE ROADWAYS

DRAWING NUMBER 8
 IMPLEMENTATION DATE: 11/03/04
 REVISED:

PURCHASE ORDER CONTRACT **PROJECT STANDARD PROVISIONS**

AUTHORITY OF THE ENGINEER:

The Engineer for this project shall be the Division Engineer, Division 08, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

MATERIALS AND TESTING

Thermoplastic and Polyurea pavement markings shall conform to the requirements as specified in Section 1087 of the *Standard Specifications*.

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

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

INSPECTION

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

CONTRACT PAYMENT AND PERFORMANCE BOND

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

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

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

SUPERVISION BY CONTRACTOR

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

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. Such employee shall be identified as such designee and all contact phone numbers shall be provided to the Engineer prior to beginning construction

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.

SAFETY AND ACCIDENT PROTECTION:

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

SUBLETTING OF CONTRACT

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

PAYMENT AND RETAINAGE

Basis of payment for this contract shall be the unit prices for bid items that are inspected and accepted by the Engineer. The Contractor will submit invoices to the Engineer for completed work.

The invoices shall include the following information:

1. NCDOT requisition number and purchase order number
2. Dates on which the work was performed
3. Listing of line item work and quantities
4. Route and County in which work was performed
5. No separate payment will be made for mobilization, traffic control or any other item. Payment for these items will be included in the various other unit bid prices.

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

participation shall be listed on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>, and shall be submitted with each payment request. If there is no participation the word "None" or the figure "0" shall be entered.

There will be a 10% retainage held on this contract. Payment for work on this project will be made on a monthly basis with a 10% withholding to be held on each monthly pay request until the end of the 30 day observation period. The contractor will submit to the Engineer his monthly pay request by the 5th day of the month after the month he is requesting payment for.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the *Standard Specifications*, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods, as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees);
and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

STANDARD SPECIAL PROVISION

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.

STANDARD SPECIAL PROVISION

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.

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

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

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

_____ Print or type Signer's name

_____ Print or type Signer's name

Corporate Seal

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____, 20____

NOTARY SEAL

Signature of Notary Public
Of _____ County

State of _____

My Commission Expires _____

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

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

	Signature of Member/Manager/Authorized Agent	
_____ Witness's Signature		_____ Individually

_____ Print or type Signer's name		_____ Print or type Signer's Name
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AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

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

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

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

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

NOTARY SEAL

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

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

NOTARY SEAL

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

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

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, 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

Print or type Signer's name

Signature of Contractor, Individually

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

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

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, 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: _____

**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, 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

Signature of Witness

By _____
Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION**

Division Contract Officer

Date

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

PURCHASE ORDER CONTRACT BID FORM

WBS NUMBER: TBD (To Be Determined)
DESCRIPTION: Division 8 Installation of Roadway Markings and Removal of Pavement Markings as needed
COUNTIES: Chatham, Hoke, Lee, Montgomery, Moore, Randolph, Richmond, Scotland

ITEM	ACTIVITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1		Milled Rumble Strips, 7 inches wide	1,000	LFT		
2		Thermoplastic 4" White Edgeline, 90 mils	20,000	LFT		
3		Thermoplastic 4" Yellow Edgeline, 90 mils	10,000	LFT		
4		Thermoplastic 4" White Skip, 120 mils	7,500	LFT		
5		Thermoplastic 4" Yellow Centerline, 120 mils	10,000	LFT		
6		Thermoplastic 6" White Edgeline, 90 mils	20,000	LFT		
7		Thermoplastic 6" Yellow Edgeline, 90 mils	20,000	LFT		
8		Thermoplastic 6" White Skip, 120 mils	5,000	LFT		
9		Thermoplastic 8" White Goreline, 90 mils	3,000	LFT		
10		Thermoplastic 8" White Crosswalk, 120 mils	1,500	LFT		
11		Thermoplastic 8" Yellow Diagonals, 120 mils	1,000	LFT		
12		Thermoplastic 12" White Goreline, 90 mils	3,000	LFT		
13		Thermoplastic 24" Stop Bar, 120 mils	2,000	LFT		
14		Thermoplastic Pavement Marking Character (120 Mil)	550	EA		
15		Thermoplastic Pavement Marking Symbol (90 Mil)	450	EA		
16		Polyurea 4" White Line	2,500	LFT		
17		Polyurea 4" Yellow Line	2,500	LFT		
18		Polyurea 6" White Line	2,500	LFT		
19		Polyurea 6" Yellow Line	2,500	LFT		
20		Polyurea Pavement Marking Character	20	EA		
21		Polyurea Pavement Marking Symbol	15	EA		
22		Pavement Marking Removal (4" lines)	4,000	LFT		
23		Pavement Marking Removal (6" lines)	500	LFT		

ITEM	ACTIVITY NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
24		Pavement Marking Removal (8" lines)	500	LFT		
25		Pavement Marking Removal (12" lines)	500	LFT		
26		Pavement Marking Removal (16" lines)	500	LFT		
27		Pavement Marking Removal (24" lines)	500	LFT		
28		Pavement Marking Removal – Symbols/Characters	800	EA		
29		Install Crystal/Red Pavement Markers	500	EA		
30		Install Yellow/Yellow Pavement Markers	500	EA		
31		Remove Raised Pavement Markers	500	EA		

Note: These quantities are an estimate only. The actual contract quantities may vary greatly. This estimate will not bind the Department or the Contractor to provide or install a set amount of material.

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

CORPORATE SEAL

