

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

PROPOSAL

DATE AND TIME OF BID OPENING: **MAY 17, 2005 AT 2:00 PM**

CONTRACT ID C201458
WBS 36828.1.1

FEDERAL-AID NO. BRSTP-45(3)

COUNTY BERTIE

T.I.P. NO. B-4858

MILES 1.111

ROUTE NO. NC 45

★ LOCATION BRIDGE OVER ROANOKE, MIDDLE AND CASHIE RIVER ON NC-45. ★

TYPE OF WORK DECK REHABILITATION.

NOTICE:

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

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C201458

IN BERTIE COUNTY NORTH CAROLINA

Date _____ 20__

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. C201458; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2002 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. C201458

In Bertie County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

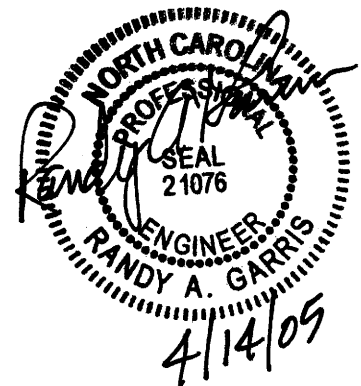
The published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2002 with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the Construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.



CONTRACT: C201458 (B-4858)
 Bertie County

TABLE OF CONTENTS

COVER SHEET

PROPOSAL SHEETS

PROJECT SPECIAL PROVISIONS (GREEN SHEETS) PAGE NO.

Contract Time and Liquidated Damages.....	1-4
Safety Index Rating.....	4
Mandatory Pre-Bid Conference: Pre-Qualifying to Bid.....	5
No Major Contract Items.....	5
No Specialty Items.....	5
Schedule of Estimated Completion Progress.....	6
Electronic Bidding.....	6-8
Disadvantaged Business Enterprise.....	9-12
Retainage and Prompt Payment.....	12-13
Certification for Federal-Aid Contracts.....	13
Domestic Steel and Iron Products.....	14
U.S. Department of Transportation Hotline.....	14
Submission of Records - Federal-Aid Projects.....	15
Compensation and Record Keeping.....	15
Subsurface Information.....	15
Borrow and Waste Site Reclamation Procedures.....	15
Plant Pest Quarantines.....	15-16
Safety Vests.....	16
Director of Construction in Lieu of Chief Engineer.....	16-17
Twelve Month Guarantee.....	17
Outsourcing Outside the USA.....	18
Disqualification of Bidders.....	18
Crane Safety.....	18-19
Scope of Work.....	19
Location and Description.....	20
Traffic Control.....	20
Utility Conflicts.....	20
Cooperation between Contractors.....	20
Roadway.....	21-39
Permits (WHITE SHEETS).....	40-51

PLANS (6 Sheets Included in Proposal)

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Availability of Funds.....	1
Errata.....	2-3
Award of Contract.....	4
Minority and Female Employment Requirements.....	5-7
Required Contract Provs.-Federal-Aid Construction	
Contracts Exclusive of Appalachian Contracts (FHWA-1273).....	8-18
Federal Wage Rates.....	19-22

PROPOSAL FORM ITEM SHEETS, ETC.

- Item Sheets
- Signature Sheet (Bid-Acceptance by Department)

PROJECT SPECIAL PROVISIONS

General

7-1-95

SP1G01

CONTRACT TIME AND LIQUIDATED DAMAGES A+B BIDDING: 3-18-03_R

The date of availability for this contract is July 5, 2005, except that work in jurisdictional waters and wetlands shall not begin until a meeting between NCDOT, Regulatory Agencies, and the Contractor is held if stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The contract time for this work shall be determined by the Bidder and entered into the itemized electronic bid by the Bidder in the place indicated. In no case shall the Bidder bid more than forty-two (42) consecutive calendar days.

The daily cost for this contract time is One Thousand Five Hundred Dollars (\$1,500.00) per calendar day.

The liquidated damages for this contract time are One Thousand Five Hundred Dollars (\$1,500.00) per calendar day.

The 2002 *Standard Specifications for Roads and Structures* shall be revised as follows:

Page 1-3, Article 101-18. Delete the article and substitute the following:

101-18 COMPLETION DATE.

That date as determined by adding the number of calendar days bid by the Contractor to the date of availability, or as revised by authorized extensions, by which date it is required that the work set forth in the contract will be satisfactorily completed. The date of availability will be counted as the first contract calendar day.

Page 1-3, Article 101-25. Delete the article and substitute the following:

101-25 CONTRACT TIME (DAYS)

The number of days bid by the Contractor including authorized extensions to the completion date.

Page 1-13, Article 102-8. Add the following paragraph after the second paragraph

The contract time bid shall be entered in the Expedite file. The number of calendar days shall be entered in figures in the "Unit Cost" column. The amount bid for the contract time will be determined by multiplying the number of calendar days bid by the daily cost per calendar day indicated in the proposal/electronic bid file and shall be the amount appearing in figures in the "Amount" column of the electronic bids.

Page 1-13, Article 102-8. Delete paragraph 5 and substitute the following:

5. The total amount bid shall be determined by adding the amounts bid for each item and for the contract time.

Page 1-17, Article 102-15. Add the following paragraph after the first paragraph:

Any bid submitted in which the Bidder fails to bid the contract time or bids more contract time than specified in these provisions shall be considered irregular and may be rejected.

Page 1-18, Article 103-1. Delete the first paragraph and substitute the following:

After the bids are opened and read, they will be compared on the basis of the summation of the products of the quantities shown in the bid schedule and the unit bid prices and the product of the cost per calendar day shown in the bid schedule and the contract time. The results of such comparisons will be immediately available to the public. In the event of errors, omissions, discrepancies in the bid prices or contract time bid, corrections to the bid prices or contract time bid will be made in accordance with the provisions of Article 103-2. Such corrected bid prices or contract time bid will be used for the comparison and consideration of bids.

Page 1-20, Subarticle 103-4(A). Delete this subarticle in its entirety and substitute the following:

103-4 AWARD OF CONTRACT.

The award of the contract, if it be awarded will be made by the Board of Transportation to the lowest responsible Bidder. In determining the total amount bid by a Bidder, the Department will consider the dollar amount bid to perform all the work under the terms of the contract and the total number of calendar days to complete the work. The lowest bid will be determined by the Department as the lowest combination of (A) and (B) according to the following formula:

$$\text{Total Amount Bid} = A + (B \times DC) \text{ where}$$

A is the total dollar amount for all work to be performed under the contract,

B is the time in calendar days bid not to exceed the maximum number of calendar days specified in the proposal, and

DC is the daily cost as stipulated in the proposal.

The preceding formula shall be used only to determine the lowest and best bid and shall not be used to determine the final payment to the Contractor upon completion of the work.

In the event that two or more Bidders submit the lowest total bid, the award, if made, will be made to the Bidder bidding the lowest number of calendar days to complete the work.

The lowest responsible Bidder will be notified by letter that his bid has been accepted and that he has been awarded the contract. This letter shall constitute the notice of award. The notice of award, if the award be made, will be issued within 60 days after the opening of bids, except that with consent of the lowest responsible Bidder, the decision to award the contract to such Bidder may be delayed for as long a time as may be agreed upon by the Department and such Bidder. In the absence of such agreement, the lowest responsible Bidder may withdraw his bid at the expiration of the 60 days without penalty if no notice of award has been issued.

Award of a contract involving any unbalanced bid price(s) may be made in accordance with the provisions of Article 102-15.

Page 1-61, Subarticle 108-10(B), Paragraph 1. Delete this paragraph in its entirety and substitute the following:

1. If the total dollar value of the final quantities adjusted as provided herein, less the dollar value of quantities represented by supplemental agreements which previously extended the completion date, or intermediate completion date, or intermediate completion time, exceeds the dollar value of the total amount bid, excluding the amount bid for contract time or intermediate contract time, the completion date, intermediate completion date or intermediate completion time will be extended by the number of calendar days or hours obtained by multiplying the contract time (days), intermediate contract time (days) or intermediate contract time (hours) as bid or set forth in the special provisions by that percentage that such reduced final dollar value exceeds the total amount bid, excluding the amount bid for contract time or intermediate contract time. The total dollar value of the final quantities for pro-rata computations shall be adjusted by excluding the following:
 - a. Unit bid price changes caused by price adjustments to asphalt cement.
 - b. Fuel adjustments.
 - c. Unit price reductions under the provisions of Article 105-3.
 - d. Payment for trainees.
 - e. Unit price changes due to pay factors established by the Specifications.

Page 1-62, Subarticle 108-10(B). Delete number 5 and substitute the following:

- 5. In the event accumulated authorized extensions in the completion date or intermediate completion date extend the completion date or intermediate completion date beyond December 15 following expiration of the completion date or intermediate completion date as determined in accordance with the provisions of Article 101-18, the completion date or intermediate complete date will be further extended by the number of calendar days between December 15 of one year and March 16 of the following year, provided the accumulated authorized time extensions equal to or exceed ten percent of the original time bid. Where a contract time or intermediate contract time is specified in the contract, the ten percent exclusion specified herein will not be applicable. If any portion of such accumulated authorized time extensions are for delays which occurred after the original contract time or intermediate contract time (days) expired and during the period between December 15 of one year and March 16 of the following year, this portion of the extension will be deducted from the number of additional calendar days awarded due to the extension of the completion date or intermediate completion date beyond December 15.

Page 1-63, Subarticle 108-10(B). Delete the first full paragraph and substitute the following:

The Contractor's plea that the maximum allowable contract time (days), intermediate contract time (days), or intermediate contract time (hours) as specified in the contract was insufficient will not be considered grounds as a valid extension in the completion date, intermediate completion date or intermediate completion time.

Page 1-63, Article 108-11. Insert "as bid or" after the word "times" in the third line of the second paragraph.

Page 8-1, Article 800-2. Insert "excluding the amount bid for contract time or intermediate contract time" following the phrase "percent of the total amount bid" throughout the article.

SAFETY INDEX RATING:

6-18-02

Revise the 2002 Standard Specifications as follows:

Page 1-10, Article 102-2

Before the last paragraph on this page, add the following paragraph:

"All subcontractors performing work for the Department shall have received a passing grade on the Safety Index Rating form, in accordance with Article 102-2, prior to beginning work. Subcontractors can request the Safety Index Rating form from the State Contractual Services Engineer."

SP1G14

MANDATORY PRE-BID CONFERENCE: PREQUALIFYING TO BID: 07-01-95

Because of the unusual nature of work involved, and in order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at

The Tidewater Research Station (Vernon James Center), 207 Research Station Road, Plymouth, NC 27962-9526 (252-793-4118 or 4428) on May 4, 2005 at 10:00 a.m.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

1. The individual has signed his name on the official roster no later than thirty (30) minutes after the beginning of the conference.
2. The individual has written in the name and address of the company he or she represents.
3. Only one company has been shown as being represented by the individual attending.
4. The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision
SP1G16

NO MAJOR CONTRACT ITEMS: 2-19-02

None of the items included in this contract will be major items. (See Articles 101-54 and 104-5 of the *Standard Specifications*).

SP1G31

NO SPECIALTY ITEMS: 7-1-95

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

SP1G34

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

07-20-04

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

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2006 (07/01/05 – 06/30/06)	100% of Total Amount Bid

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

SP1G58

ELECTRONIC BIDDING:

03-16-04_R

Page 1-2, Article 101-11

Delete this article and replace with the following:

Bid (Or Proposal): The electronic offer of a Bidder via Bid Express™ to the Department to perform the work and to furnish the labor and materials at the prices quoted.

Page 1-3, Article 101-20, **Contract**

Add after the second paragraph of this article.

All references to contracts shall include electronic agreements and printed paper agreements. These may include but not be limited to the electronic bid bond, non-collusion statement, debarment certification, and award limits.

Page 1-6, Article 101-64 **Proposal Form**

Delete this article and replace with the following:

Proposal or Proposal Form: The electronic or paper form provided by the Department that the Bidder uses to develop his electronic offer to perform the work at designated bid prices.

Page 1-14, **Article 102-9**

Delete Article 102-9 in its entirety and replace with the following:

102-9 ELECTRONIC BIDDING.

The Bidder shall submit bids electronically using the following guidelines:

1. The prequalified Bidder shall have a fully executed *Non-Collusion Affidavit and Debarment Certification* on file in the Contract Office prior to submitting his bid. If the Bidder cannot provide the debarment certification required, he shall provide an explanation as shown in the certification. The explanation will not necessarily result in denial of participation in a contract. Non-collusion and debarment certification forms shall be downloaded at <http://www.NCDOT.org/business>. Forms shall be executed in accordance with Section 102-8. The affidavit and certification shall be received in the Contract Office by 5 p.m. the last business day before the bid letting. The Contract Office address is shown at the end of this provision.

If the prequalified Bidder's *status* changes, he shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change.

Failure to have a fully executed non-collusion affidavit and debarment certification on file in the Contract Office prior to placing bids will cause those bids to be non-responsive.

2. Obtain on-line bidding information from Bid ExpressTM at www.bidx.com (Note: Obtain an account and valid Digital Signature from Bid ExpressTM in order to bid electronically).
3. An electronic corporate surety bid bond for at least 5% of the total amount bid shall accompany each electronic bid, or the Contractor may submit a certified check or cashier's check in lieu of an electronic bid bond. The certified check or cashier's check shall be for at least 5% of the total amount bid and shall be received by 5 p.m. the last business day before the bid letting and shall be delivered to the address shown at the end of this provision.

Contact either or both of the following bond management companies in order to acquire the necessary service to submit an electronic bid bond.

- a. Surety 2000 (www.surety2000.com)
 - b. Surepath (www.insurevision.com)
4. Debarment Certification – The Bidder shall provide a debarment certification in the electronic bid submittal. If a Bidder cannot provide the debarment certification required, he shall provide an explanation in the Bid ExpressTM miscellaneous folder within the .ebs file. The explanation will not necessarily result in denial of participation in a contract. Failure to furnish a certification or an explanation will be grounds for rejection of a bid.
 5. Zero (0) is considered a valid bid. Do Not enter zero (0) in any unit price field unless zero (0) is the intended bid for that item.

6. Include all addenda in the submitted electronic bid. Bid Express™ will not accept a bid which does not contain all addenda. Section 103-2 (Correction of Bid Errors) will not apply to On-Line Electronic Bidding. All addenda and attachments will be considered part of the bid.
7. The electronic bid may be changed and resubmitted as many times as desired prior to the advertised bid opening time specified in the Invitation to Bid. The latest time stamped electronically submitted bid prior to the advertised bid opening time will constitute the Bid.
8. The provisions of Section 102-8 will apply to the preparation of bids except that the bid shall be submitted via Bid Express™ On-Line Bid Submission.
9. All bids shall be submitted with an electronically affixed digital signature. For the purpose of this provision, affixing a digital ID to the bid shall be the equivalent of signing before a notary public and placing in force the non-collusion affidavit and debarment certification on file with the Department.
10. By submitting an electronic bid, the Bidder certifies that he has read, understands, accepts, acknowledges and agrees to comply with all statements, conditions and Specifications in the electronic bid submittal.
11. Bids will be decrypted, opened, printed to paper and read publicly at the time and place specified in the invitation to bid.
12. The successful Bidder if award be made shall submit a fully executed *Execution of Contract, Non-Collusion Affidavit and Debarment Certification* signature sheet, and payment and performance bonds within 14 calendar days of receipt of award letter.
13. The Department will not be responsible if a Bidder cannot submit his bid to Bid Express™ and claims will not be accepted for this. In the event of technical difficulties, the Department reserves the right to postpone the reading of bids for up to 4 hours past the advertised bid opening time.
14. The pre-bid *Non-Collusion Affidavit, Debarment Certification* signature sheet, *Execution of Contract, Non-Collusion Affidavit, Debarment Certification* signature sheet, certified check or cashier's check in lieu of electronic bid bond, payment and performance bonds shall be delivered to the Contract Office at the address shown herein:

Physical Address

State Contract Officer
Project Services Unit
Century Center Bldg. B
1020 Birch Ridge Drive
Raleigh, NC 27610

Mailing Address:

State Contract Officer
NC Department of Transportation
Contracts and Proposals
1591 Mail Service Center
Raleigh, NC 27699-1591

SP1G60

DISADVANTAGED BUSINESS ENTERPRISE

01-18-00R

POLICY

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises shall have the opportunity to participate in the performance of contracts financed in whole or in part by Federal Funds in order to create a level playing field.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

OBLIGATION

The contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

GOALS

Even though specific DBE goals have not been established for this project the Contractor shall report the utilization of DBE's during the construction of the project as follows:

COUNTING DBE PARTICIPATION:

- (1) If a firm is determined to be an eligible DBE firm and certified by the Department, the total dollar value of the participation by the DBE will be counted. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the contractor.
- (2) When a DBE performs as a participant in a joint venture, the contractor may count a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (3) (a) The Contractor may count only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE 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 DBE credit claimed for its performance of the work, and other relevant factors.

- (b) Consistent with normal industry practices, a DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted. Work that a DBE subcontracts to a non-DBE firm does not count. If a DBE Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (c) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
- (1) The DBE firm must be responsible for the management and supervision of entire trucking operation
 - (2) The DBE must itself own and operate at least one fully licensed, insured and operational truck
 - (3) The DBE will receive full credit for all trucks that he owns, insures, operates, and for which he employs drivers
 - (4) The DBE will receive full credit for all trucks leased from a certified DBE firm
 - (5) The DBE will only receive credit for the fees or commission for trucks leased from a non-DBE firm
 - (6) Others may use trucks during the term of the lease so long as the lease gives priority to the DBE for the use of the truck(s).

The DBE may present evidence to rebut this presumption to the Department for commercially useful functions.

- (4) A Contractor may count toward its DBE goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (a) For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.
 - (b) For purposes of this provision, a regular dealer is 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. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale 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 or operates distribution equipment. Brokers and

packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.

- (5) A contractor may count toward its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (a) The fees or commissions charged by a DBE 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, toward DBE goal, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (b) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), toward DBE goals, provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

REPORTS

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This document shall be on the Department's Form RS-1-D, or in lieu of using the Departments Form, copies of the actual executed agreement between the Prime Contractor and the DBE subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving DBE Subcontractors.

The RS-1-D certification forms may be obtained from the Departments Resident Engineer.

These certifications shall be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

REPORTING DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

When payments are made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor) shall provide the Engineer with an accounting of said payments. This accounting shall be furnished the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in (1) withholding of money due in the next partial pay estimate; or (2) removal of an approved Contractor from the prequalified bidders list or the

removal of other entities from the approved subcontractors list. The accounting shall list for each payment made to a Disadvantaged Business Enterprise firm the following:

DOT Project Number
 Payee Contractor Name
 Receiving Contractor or Material Supplier
 DBE Certification Basis, e.g., Woman Owned, Native American, African American, etc.
 Amount of Payment
 Date of Payment

A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Engineer.

SP1G64

RETAINAGE AND PROMPT PAYMENT:

1-01-02

Retainage:

The Department will not deduct and hold any retainage from the Prime Contractor on this project.

The 2002 Standard Specifications shall be revised as follows:

Sub-Article 109-4(A), pages 1-69 and 1-70

Delete the second, third, fourth, and fifth paragraphs of this subarticle.

Insert the following:

"The Department will withhold an amount sufficient to cover anticipated liquidated damages, as determined by the Engineer."

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

Contractors at all levels; prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

The Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For the purpose of release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the contract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

SP1G73

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

03-21-90

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

SP1G85

DOMESTIC STEEL AND IRON PRODUCTS:

7-1-95

All steel and iron products which are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

SP1G97

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

11-22-94

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SP1G100

SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:

12-15-98

The Contractor's attention is directed to the Standard Special Provisions entitled "Required Contract provisions - Federal-Aid Construction Contracts" contained elsewhere in this proposal.

This project is NOT located on the National Highway System, therefore, federal form FHWA-47 IS NOT required.

SP1G109

COMPENSATION AND RECORD KEEPING

03-16-04

Revise the *2002 Standard Specifications* as follows:

104-8 Compensation and Record Keeping

Change Article (A), subarticle 1. with the following:

In line 3 and line 6, change \$15,000.00 to \$25, 000.00.

SP1G110

SUBSURFACE INFORMATION:

07-01-95

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

SP1G112

BORROW AND WASTE SITE RECLAMATION PROCEDURES

02-15-05

The Department's Borrow and Waste Site Reclamation Procedures for Contracted Projects have been revised and are available on the website at:

http://www.doh.dot.state.nc.us/preconstruct/highway/dsn_srvc/contracts/letting.htm

In accordance with Article 230-4 and Section 802 of the *Standard Specifications*, the Contractor shall utilize these revised procedures for all borrow and waste sites on this project.

SP1G120

**PLANT AND PEST QUARANTINES:
(IMPORTED FIRE ANT, GYPSY MOTH,
WITCHWEED, AND OTHER NOXIOUS WEEDS)**

03-18-03

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.

SP1G130

SAFETY VESTS:

6-19-01_R

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

SP1G139

DIRECTOR OF CONSTRUCTION IN LIEU OF CHIEF ENGINEER

03-16-04

Revise the 2002 Standard Specifications as follows:

Wherever the term *Chief Engineer* or *Chief Engineer of Operations* occurs in the Specifications, the actions and responsibilities referred to will be performed by the Director of Construction, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

Revision to Definitions of Terms

Page 1-4, Article 101-35

101-35 ENGINEER

The Chief Engineer of Operations, and/or Director of Construction, Division of Highways, North Carolina, Department of Transportation, acting directly or through their duly authorized representative.

SP1G143

TWELVE MONTH GUARANTEE:

07-15-03

- A. The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.
- B. Where items of equipment or material carry a manufacturer’s guarantee for any period in excess of twelve months, then the manufacturer’s guarantee shall apply for that particular piece of equipment or material. The Department’s first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor’s responsibility shall be limited to the term of the manufacturer’s guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision shall not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

SP1G145

OUTSOURCING OUTSIDE THE USA

09-21-04

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

SP1G150

DISQUALIFICATION OF BIDDERS

11-16-04

The 2002 *Standard Specifications* are revised as follows:

Page 1-17 Article 102-16, replace No.12 with the following:

- 12. Failure to submit the documents required by Article 109-10 within 60 days after request by the Engineer.

Page 1-18 Article 102-16, add the following after Number 15.

- 16. False information submitted on any application, statement, certification, report, records and/or reproduction.

Conviction of any employee of company, of any applicable state or federal law, may be fully imputed to the business firm with which he is or was associated or by whom he was employed or with the knowledge or approval of the business firm or thereafter ratified by it.

- 17. Being debarred from performing work with other city, state, and federal agencies.

- 18. Failure to perform guaranty work within the terms of the contract.

SP1G155

CRANE SAFETY

01-18-05

Comply with the manufacturer’s specifications and limitations applicable to the operation of all cranes and derricks. Prime contractors, sub-contractors, and fully operated rental companies shall comply with the current Occupational Safety and Health Administration regulations (OSHA).

Submit all items listed below to the Engineer prior to beginning crane operations. Changes in personnel or equipment shall be reported to the Engineer and all applicable items listed below shall be updated and submitted prior to continuing with crane operations.

Crane Safety Submittal List

Competent Person Provide the name and qualifications of the “Competent Person” responsible for crane safety and lifting operations. The named competent person will have the responsibility and authority to stop any work activity due to safety concerns.

Riggers Provide the qualifications, experience and training of the persons responsible for rigging operations. Training should include, but not be limited to, weight calculations, center of gravity determinations, sling selection and capacities, sling and rigging equipment inspection, safe rigging practices, and determining load weights.

Crane Inspections Inspection records for all cranes shall be current and readily accessible for review upon request.

Crane Operators: By January 1, 2006, all crane operators shall be certified by NC CCO (National Commission for the Certification of Crane Operators), or have satisfactorily completed the Carolinas AGC’s Professional Crane Operator's Proficiency Program. Other approved nationally accredited programs will be considered upon request. Submit current certification for the type of crane operated, such as but not limited to small hydraulic, large hydraulic, small lattice, and large lattice, and medical evaluations for each operator.

Medical evaluations shall meet the CCO medical evaluation requirements and shall remain current within a 3-year expiration date. Use either the CCO Physical Examination Form or a current DOT Medical Examiner’s Certificate.

SP1G160

SCOPE OF WORK:

This work shall consist of furnishing and installing a latex modified concrete overlay to the entire riding surface of the bridge deck; removal of loose, deteriorated, or contaminated concrete as indicated on the plans; replacing reinforcing steel damaged during the concrete removal process; paint striping; temporary erosion control; and all other incidental items necessary to complete the project as specified and shown on the plans.

Only the construction centerline, control points with a reference station and benchmark location shall be furnished by the Bridge Maintenance Unit on an initial one time basis. All other engineering, surveying, layout and measurements shall be the responsibility of the Contractor.

Payment of the contract lump sum amount for “Deck Rehabilitation for Bridge No. 7 in Bertie County” shall be full compensation for all work performed under this contract except for “Mobilization”.

LOCATION AND DESCRIPTION'

The existing bridge is consisting of one span at 60.67', fifteen spans at 60' one span at 100', one span at 120', one span at 100', seventy-five spans at 60', and one span at 60.67' R.C. floor, on prestressed concrete girders and steel plate girders with end bents on prestressed concrete piles, interior prestressed concrete pile bents, and interior post and beam bents supported on prestressed concrete piles; and a clear roadway Width of 28' is located on NC 45, 1.5 miles South of junction NC 308. (SEE BRIDGE LOCATION MAP)

TRAFFIC CONTROL:

The Department will be responsible for erection and maintenance of all traffic control devices except for the traffic barricades at the immediate site which shall be erected by the Department and maintained by the Contractor.

UTILITY CONFLICTS:

The Department will be responsible for the adjustment of any utility at the bridge site prior to the date of availability.

COOPERATION BETWEEN CONTRACTORS:

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

There will be a Division Purchase Order contract let before the completion of this project for roadway improvements at the approaches to both ends of Bridge No. 7. The department will ensure that the Contractor for B-4858 will have access to both ends of Bridge No. 7 at all times.

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

SP1G133