

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

PROPOSAL

DATE AND TIME OF BID OPENING: **FEBRUARY 20, 2007 AT 2:00 PM**

CONTRACT ID C201721
WBS 36727.3.5

FEDERAL-AID NO. STATE FUNDED
COUNTY GUILFORD

T.I.P. NO.
MILES 0.000

ROUTE NO. I 85
LOCATION BRIDGE # H261, 225, 202, 015, 197 AND 169 ON I-85 BUS IN
GUILFORD COUNTY.

TYPE OF WORK CLEANING AND PAINTING OF BRIDGES.

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. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

BIDS WILL BE RECEIVED AS SHOWN BELOW:

THIS IS A PAINTING PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. C201721

IN GUILFORD 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. **C201721** 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 2006 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. **C201721** in **Guilford 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.

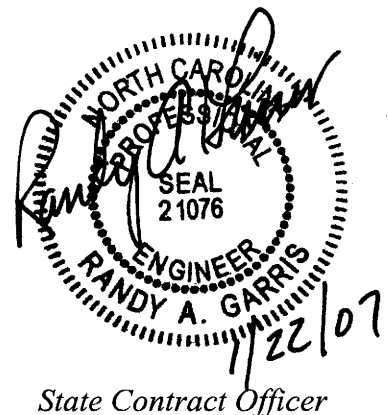
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction 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.



A circular professional engineer seal for Randy A. Garris, North Carolina. The seal contains the text "NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 21076" and "RANDY A. GARRIS". A handwritten signature is written over the seal, and the date "1/22/07" is written below it.

State Contract Officer

TABLE OF CONTENTS

**COVER SHEET
PROPOSAL SHEETS**

<u>PROJECT SPECIAL PROVISIONS</u> (WHITE SHEETS)	<i>PAGE No.</i>
Contract Time and Liquidated Damages.....	1
Intermediate Contract Time.....	1-7
Mandatory Pre-Bid Conference (Prequalifying to Bid).....	7-8
No Major Contract Items.....	8
No Specialty Items.....	8
Schedule of Estimated Completion Progress.....	8-9
Minority and Women Business	9-10
Twelve Month Guarantee.....	10
Outsourcing Outside U.S.A.....	11
Act of God.....	11
General Requirements Scope of Work.....	11-15
Submission of Bids, Execution of Signature Sheets & Debarment Cert.....	15-16
Roadway.....	17
Painting Existing Structures	18-26

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Availability of Funds – Termination of Contracts.....	1
General Seed Specification for Seed Quality.....	2-4
Errata.....	5-8
Plant and Pest Quarantines.....	9
Minimum Wage	10

Item Sheet
Signature Sheet (Bid Acceptance by Department)

PROJECT SPECIAL PROVISIONS

GENERAL

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev.7-18-06)

SP1 G05

The date of availability for this contract is the date the Contractor begins work but not before April 15, 2007 or later than May 15, 2007.

The completion date for this contract is the date that is One Hundred Fifty (150) consecutive calendar days after and including the date of availability.

When observation periods are required by the contract, 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 liquidated damages for this contract shall be Eight Hundred Dollars (\$800.00) per calendar day. At the preconstruction conference the Contractor shall declare his expected date for beginning work. Should the Contractor desire to revise this date after the preconstruction conference, he shall notify the Engineer in writing at least thirty (30) days prior to the revised date.

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 devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow **one lane** of traffic on **I-85 or I-85 Business** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Saturday	6:00 a.m. – 9:00 a.m.; 4:00 p.m. – 8:00 p.m.
Sunday	11:00 a.m. – 8:00 p.m.

In addition, the Contractor shall not close or narrow a lane of traffic on **I-85 or I-85 Business and associated ramps and loops**, 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 **New Year's Day**, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday.
2. For **Easter**, between the hours of 6:00 a.m. Thursday and 8:00 p.m. Monday.
3. For **Memorial Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
4. For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 8:00 p.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 8:00 p.m. the Tuesday after Independence Day.

5. For **Labor Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
6. For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 8:00 p.m. Monday.
7. For **Christmas**, between the hours of 6:00 a.m. the Friday **before the week of Christmas Day** and 8:00 p.m. the following Tuesday **after the week of Christmas Day**.
8. For the biannual event at the **Furniture Market** in High Point, between the hours of 6:00 a.m. the day before the beginning of the event to 8:00 p.m. the day after the event.
9. For the **Greensboro PGA Golf Tournament** between the hours of 6:00 a.m. the Tuesday of the week of the tournament until 8:00 p.m. the following Monday after the tournament.
10. For any **ACC or NCAA Basketball Tournament** held at Greensboro Coliseum, between the hours of 6:00 a.m. the Tuesday of the week of the tournament until 8:00 p.m. the following Monday after the tournament.

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 will not be required during these periods, unless otherwise directed by the Engineer.

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

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated above and restore traffic to the existing pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 2 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 devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow **two or three lanes** of traffic on **I-85 or I-85 Business** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday	6:00 a.m. – 8:00 p.m.
Saturday	8:00 a.m. - Midnight
Sunday	Anytime

In addition, the Contractor shall not close or narrow a lane of traffic on **I-85 or I-85 Business and associated ramps and loops**, 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 **New Year's Day**, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 8:00 p.m. the following Tuesday.
2. For **Easter**, between the hours of 6:00 a.m. Thursday and 8:00 p.m. Monday.
3. For **Memorial Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
4. For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 8:00 p.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 8:00 p.m. the Tuesday after Independence Day.

5. For **Labor Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
6. For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 8:00 p.m. Monday.

7. For **Christmas**, between the hours of 6:00 a.m. the Friday **before the week of Christmas Day** and 8:00 p.m. the following Tuesday **after the week of Christmas Day**.
8. For the biannual event at the **Furniture Market** in High Point, between the hours of 6:00 a.m. the day before the beginning of the event to 8:00 p.m. the day after the event.
9. For the **Greensboro PGA Golf Tournament** between the hours of 6:00 a.m. the Tuesday of the week of the tournament until 8:00 p.m. the following Monday after the tournament.
10. For any **ACC or NCAA Basketball Tournament** held at Greensboro Coliseum, between the hours of 6:00 a.m. the Tuesday of the week of the tournament until 8:00 p.m. the following Monday after the tournament.

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 will not be required during these periods, unless otherwise directed by the Engineer.

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

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated above and restore traffic to the existing pattern.

The liquidated damages are One Thousand Dollars (\$1,000.00) per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to a **four-lane, two-way** traffic pattern. The Contractor shall not close or narrow a lane of traffic on **W. Vandalia Road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Friday	6:00 a.m. – 9:00 a.m. 4:00 p.m. – 6:00 p.m.
--------------------	--

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated above and restore traffic to the existing pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close the **S. Holden Road Loops** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Saturday	6:00 a.m. – 8:00 p.m.
Sunday	11:00 a.m. – 8:00 p.m.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions state above and restore traffic to the existing traffic pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close the **US 220 Loops** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Thursday	6:00 a.m. – 8:00 p.m.
From 6:00 a.m. Friday thru 6:00 a.m. Monday	

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated above and restore traffic to a one-lane, one-way traffic pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close the **Rehobeth Church Road Loops** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Saturday	6:00 a.m. – 8:00 p.m.
Sunday	11:00 a.m. – 8:00 p.m.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions stated above and restore traffic to the existing traffic pattern.

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

INTERMEDIATE CONTRACT TIME NUMBER 7 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for road closures and restoring traffic to the existing traffic pattern. The Contractor shall not close the **Ramp from Randleman Road to I-85 Business South** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Saturday	6:00 a.m. – 8:00 p.m.
Sunday	11:00 a.m. – 8:00 p.m.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the road closures according to the time restrictions stated above.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the road closures according to the time restrictions state above and restore traffic to the existing traffic pattern.

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

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-1-95)

SP1 G16

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.

All prospective bidders are to meet for the Pre-Bid Conference, at 10:00 AM, Thursday, February 1, 2007, at the Division 7 Office Conference Room, 1584 Yanceyville St., Greensboro, NC (See Pre-Bid Location Map). This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

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:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) 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.

NO MAJOR CONTRACT ITEMS:

(2-19-02)

SP1 G31

None of the items included in this contract will be major items in accordance with Articles 101 and 104-5 of the *Standard Specifications*.

NO SPECIALTY ITEMS:

(7-1-95)

SP1 G34

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-20-04)

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2007	(7/01/06 - 6/30/07)	64 % of Total Amount Bid
2008	(7/01/07 - 6/30/08)	36 % 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.

MINORITY AND WOMEN BUSINESSES:

(7-20-04)

SP1 G70

Policy

It is the policy of the North Carolina Department of Transportation that Minority and Women Businesses shall have the maximum opportunity to participate in the performance of contracts financed by Non-Federal funds.

The Contractor is also encouraged to give every opportunity to allow MB/WB participation in Supplemental Agreements.

Obligation

The contractor and any subsequent subcontractor shall ensure that Minority and Women Businesses have the maximum opportunity to participate in the performance of the work included in this contract. The contractor shall take all necessary and reasonable steps to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in this contract. Failure on the part of the contractor to carry out the requirements set forth herein shall constitute a breach of contract and after proper notification, may result in award disqualification, termination of the contract, disqualification from bidding, or other appropriate remedy.

Goals

Due to the nature of work in this contract, specific goals for participation by minority and women businesses are not established.

Reporting Minority Business Enterprise or Women Business Enterprise Participation

When payments are made to Minority Business Enterprise firms or Women 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 MB/WB Enterprise firm the following:

DOT Project Number
 Payee Contractor Name
 Receiving Contractor or Material Supplier
 MB/WB 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.

TWELVE MONTH GUARANTEE:

(7-15-03)

SP1 G145

- (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 will 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.

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

ACT OF GOD

(12-19-06)

SP 1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word *contractually*.

GENERAL REQUIREMENTS SCOPE OF WORK**SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, and materials to clean and paint the structural steel of the existing bridges. Work includes: removing, containment and disposal of the existing paint system; preparation of the surface to be painted and applying the new paint system; traffic control, marking & delineation; portable lighting; erosion and sediment control; seeding and mulching all grassed areas disturbed; and all incidental items necessary to complete the project as specified and shown on the plans.

The Contractor shall be responsible for fulfilling all requirements of the NCDOT Standard Specifications for Roads and Structures dated July 2006, except as otherwise specified herein.

LOCATION AND DESCRIPTION

See Project Location Maps.

SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions; particularly those bearing on transportation, availability of labor, State Regulations for safety and security of property, roads, and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint

himself with all the available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty of cost of successfully performing the work.

CONTROL OF EROSION, SILT. AND POLLUTION

Control of erosion, and pollution shall meet the requirements of section 107-13 of the Standard Specifications for Roads and Structures dated July 2006.

The Contractor may, at his option, submit an alternate plan and sequence by submitting 3 copies of the proposed alternate to the Engineer for approval. Approval must be obtained before construction is started on the alternate plan.

In the event the erosion and sedimentation control plan is not followed or properly maintained, all other work shall be suspended until corrections are made.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in Accordance with Section 106 of the Standard Specifications and the Department's "Material and Tests Manual". All material must be approved by the Engineer prior to being used.

TRAFFIC CONTROL

Provide all traffic control devices necessary to complete this project as shown in the plans and as directed by the Engineer. The list of estimated "Traffic Control Devices" listed below are for all structures included in this Proposal and are to be deemed as a minimum requirement only. The Contractor shall, at the direction of the Engineer, modify the traffic control devices and traffic handling plan to adequately handle traffic through the worksite.

ITEM NO.	SEC. NO.	TRAFFIC ITEM DESCRIPTION	QUANTITY	UNIT
4400000000-E	1110	Stationary Work Zone Signs	826	SF
4405000000-E	1110	Portable Work Zone Signs	1857	SF
4410000000-E	1110	Barricade Mounted Work Zone Signs	42	SF
4415000000-N	1115	Flashing Arrow Panels, Type C	9	EA
4420000000-N	1120	Changeable Message Signs	10	EA
4422000000-N	1120	Changeable Message Signs (Short Term)	60	DAY
4430000000-N	1130	Drums	626	EA
4445000000-E	1145	Barricades (Type III)	48	LF
4480000000-N	1165	Truck Mounted Impact Attenuators (60 mph)	8	EA
4510000000-N	SP	Police	500	HR

The cost of Traffic Control will be paid for at the lump sum price per bridge.

POLICE

DESCRIPTION

Furnish Police Officers and marked Police Vehicles to direct traffic in accordance with the plans and specifications.

Utilize Police Officers who are outfitted with police uniforms.

Utilize marked Police Vehicles, which are equipped with police lights mounted on top of the vehicle, and police vehicle emblems.

Utilize Police Officers and marked Police Vehicles to direct or control traffic for every lane, ramp or loop closure.

BASIS OF PAYMENT

All costs associated with providing Police Officers and marked Police Vehicles will be the responsibility of the Department.

INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department, and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstance of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

COMPENSATION

The Department agrees to pay the Contractor the total project bid cost including any bid item overruns, minus any liquidated damages, when he has satisfactorily completed the scheduled work described herein.

ADDITIONAL COMPENSATION and/or EXTENSION OF COMPLETION DATE

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the State Bridge Maintenance Engineer with detailed justification within thirty (30) days after receipt of final invoice payment. The failure on the part of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

BASIS OF PAYMENT

Monthly partial payments will be made in accordance with Section 109-4 of the NCDOT Standard Specifications dated July 2006.

WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

The Engineer for this project shall be the State Bridge Maintenance Engineer, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

2. AUTHORITY OF THE ENGINEER

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.

3. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Supervisor for the purpose of supervising, scheduling and coordinating this contract with the Engineer.

4. AVAILABILITY

Provisions shall be made so that a Supervisor can be contacted at any time during the work day during the length of the contract.

COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively nor otherwise in violation of Federal or North Carolina Anti-Trust Laws. All proposals must be signed by the owner or an officer of the firm.

ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject all proposals or to waive any informality in the proposals.

SUBMISSION OF BIDS, EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION: (SPECIAL)

The Contractor's attention is directed to the fact that bid's for this project may be submitted by returning the properly completed and executed proposal form or by electronic bid submission. Electronic bid submission shall be in accordance with Division 1 of the Standard Specifications.

For non-electronic bid submission the Bidder's attention is directed that each Bidder shall comply with the following requirements in order for that bid to be responsive and considered for award.

1. The Bidder shall be prequalified with the Department prior to submitting a bid.
2. The Bidder shall deliver the bid to the place indicated and prior to the time indicated in the proposal form.
3. The bid documents shall be signed by an authorized employee of the Bidder.
4. The bid shall be accompanied by bid surety in the form of a bid bond or bid deposit.
5. Submit the appropriate proposal form provided by the Department to include an executed Non-Collusion Affidavit, as described in Article 102-10 and a bid bond or bid deposit, as described in Sub Article 102-8. Bid prices shall be written on the itemized proposal sheets bound in the proposal form. The provisions of Article 102-8 will apply to the preparation of bids. These items shall be hand delivered or delivered by Federal Express in a sealed envelope with the Contract ID number, county and Contractor name clearly labeled, to be received no later than 2:00 p.m. on February 20, 2007 to:

Physical Address:

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

In addition to the above requirements, failure to comply with any of the requirements of Articles 102-8, 102-10 or 102-11 of the specifications may result in a bid being rejected.

The Bidder's attention is directed to the various sheets in the proposal form which are to be signed by the Bidder. A list of these sheets is shown below. The signature sheets are located behind the item sheets in the proposal form. The bid bond is inserted in the proposal form.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)
2. Bid Bond (Proposal Insert)

The Bidder shall certify his and to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by an federal agency, in accordance with the "Debarment Certification" located behind the signature sheets in the proposal forms. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Bidders certification of "status" under penalty of perjury under the laws of the United States.