

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

PROPOSAL

DATE AND TIME OF BID OPENING: **JANUARY 18, 2005 AT 2:00 PM**

CONTRACT ID C201384

WBS 36485.2.1, 5B.109214.1

FEDERAL-AID NO. IBR-OIBR(006), STATE FUNDED

COUNTY WAKE

T.I.P. NO.

MILES 0.000

ROUTE NO.

LOCATION BRIDGES #190, #192, #202, #30, #204, #15, #208, & #212 IN
WAKE COUNTY.

TYPE OF WORK BRIDGE CLEANING AND PAINTING

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 SPECIALITY 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 PAINTING

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C201384

IN WAKE 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. C201384; 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. C201384

In Wake 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: C201384
Wake County

TABLE OF CONTENTS

COVER SHEET

PROPOSAL SHEETS

PROJECT SPECIAL PROVISIONS (GREEN SHEETS)

PAGE NO.

Contract Time and Liquidated Damages.....	1
Intermediate Contract Time (s).....	1-2
Scope of Work.....	2
General Requirements.....	3-5
Submission of Bids, Execution of Signature Sheets, Debarment Certifications.....	6-7
Schedule of Estimated Completion Progress.....	8
Electronic Bidding.....	8-10
Disadvantaged Business Enterprise.....	11-14
Retainage and Prompt Payment.....	14-15
Certification for Federal-Aid Contracts.....	15
Domestic Steel and Iron Products.....	16
U.S. Department of Transportation Hotline.....	16
Submission of Records - Federal-Aid Projects.....	17
Compensation and Record Keeping.....	17
Contractor Borrow Source.....	17-18
Safety Vests.....	18
Director of Construction in Lieu of Chief Engineer.....	18
Disqualification of Bidders.....	19
Safety Index Rating.....	19
Traffic Control.....	20-27
Crane Safety.....	28
Painting Existing Structures.....	29-38
Sketch Maps	

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

Availability of Funds.....	1
Seed Quality Requirements.....	2-4
Errata.....	5-6
Award of Contract.....	7
Minority and Female Employment Requirements.....	8-10
Required Contract Provs.-Federal-Aid Construction	
Contracts Exclusive of Appalachian Contracts (FHWA-1273).....	11-21
Federal Wage Rates.....	22-24

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:

07-01-95

The date of availability for this contract is February 28, 2005.

The completion date for this contract is December 1, 2005.

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 liquidated damages for this contract are Two Thousand Dollars (\$2,000.00) per calendar day.

SP1G10

INTERMEDIATE CONTRACT TIME NUMBER #1 AND LIQUIDATED DAMAGES:

The Contractor shall not close or narrow a lane of traffic on US 64 and on all On/Off Ramps to these routes, detain and/or alter the traffic flow on or during the following time Restrictions:

US 64 WB L 6:00 A.M. THRU 9:00 A.M. MONDAY THRU FRIDAY

US 64 EB L 4:00 P.M. THRU 7:30 P.M. MONDAY THRU FRIDAY

HOLIDAYS AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

If **Independence Day** is on a Saturday or Sunday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:00 a.m.** the Tuesday after Independence Day.

5. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:00 a.m.** Tuesday.
6. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:00 a.m.** Monday.
7. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:00 a.m.** the following Monday after the week of Christmas Day.

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

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

The intermediate completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in a four lane, two-way pattern on US 64.

The liquidated damages are **Two Thousand Dollars (\$2,000.00)** per hour.

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 January 2002, except as otherwise specified herein.

PROJECT 5B.109214.1,etc
WAKE COUNTY

GENERAL REQUIREMENTS

CONSTRUCTION METHODS

The contractor shall perform all construction activities in accordance with the applicable requirements of the NCDOT Standard Specifications for Roads and Structures dated January 2002, except as otherwise specified herein.

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 or cost of successfully performing the work.

CONTROL OF EROSION, SILT AND POLLUTION

Control of erosion, siltation, and pollution shall meet the requirements of Section 107-13 of the Standard Specifications for Roads and Structures dated January, 2002.

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 an 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 "Traffic Control Devices" and the "Traffic Control Plans" included in this Proposal 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.

PROJECT 5B.109214.1,etc
WAKE COUNTY

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 Division 5 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 January 2002.

WORK PROCEDURES AND ASSIGNMENTS

1. ENGINEER

The Engineer for this project shall be the Division 5 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

PROJECT 5B.109214.1,etc.
WAKE COUNTY

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. For electronic bid submission see the project special provision entitled "ELECTRONIC BIDDING (OPTIONAL)" contained elsewhere in this proposal form.

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(10). 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 January 14, 2005 to:

Physical Address:

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 any 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.

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>
2005 (07/01/04 – 06/30/05)	58% of Total Amount Bid
2006 (07/01/05 – 06/30/06)	42% 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 (OPTIONAL):

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 hard copy bid bond, a certified check or cashier's check in lieu of an electronic bid bond. The hard copy bid bond, certified check or cashier's check shall be for at least 5% of the total amount bid and shall be received by 2:00 P.M. Friday, January 14, 2005 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

01-18-00_R

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

CONTRACTOR BORROW SOURCE

10-19-04

Revise the *2002 Standard Specifications* as follows:

Page 2-17, Article 230-4(C) Contractor Furnished Sources, add the following;

If the Contractor proposes a borrow source, the environmental assessment shall include wetland and stream delineation extending 400 feet beyond the proposed borrow source limits.

1. If wetlands or streams are present within 400 feet of the borrow source and the contractor proposes to dewater:
 - a. Submit a hydrologic analysis (Skaggs Method) to determine if lateral effects will permanently impact or cause degradation to wetlands or streams. The analysis shall be performed by an environmental or hydraulics engineer with expertise in this discipline and shall consist of, but not be limited to:
 - Hydric soil type
 - Average profile depth to restrictive soil layer
 - Average hydraulic conductivity or permeability
 - Average drainable porosity or available water capacity
 - Required buffer width, including safety factor
 - b. Attach a conservation easement specifying that the completed pit impoundment, shall not be drained, ditched, used for irrigation, or any other manner that would degrade wetlands and streams.

- c. Provide copy of recorded conservation easement to Engineer prior to commencement of any work on proposed pit.
- 2. If wetlands or streams are not present within 400 feet, no additional documentation will be required.

During Department review of the proposed borrow area, the hydrologic analysis will be submitted to the U. S. Army Corps of Engineers for evaluation.

Obtain copy of Skaggs Method for Determining Lateral Effects of a Borrow Pit on Adjacent Wetlands from Roadside Environmental Unit web site:

http://www.doh.dot.state.nc.us/operations/dp_chief_eng/roadside/fieldops/

Copies may also be obtained from Room 558, Transportation Building, 1 S. Wilmington Street, Raleigh, NC 27601.

SP1G111

SAFETY VESTS:

6-19-01

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

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

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