

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

PROPOSAL

**No. 3
COMBINED**

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

CONTRACT ID C201466
WBS 34459.3.4, 34459.3.5

FEDERAL-AID NO. STATE FUNDED
COUNTY JOHNSTON, WAKE
T.I.P. NO. R-2552AA, R-2552AB, R-2552C, R-2552B
KILOMETERS 17.243
ROUTE NO. US 70
LOCATION US-70 BYPASS (CLAYTON BYPASS) FROM I-40 TO US-70, WEST
OF SR-1560.

TYPE OF WORK WIDENING, GRADING, DRAINAGE, PAVING, SIGNALS & STRUCTURES.

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 ROADWAY & STRUCTURE PROPOSAL

5% BID BOND OR BID DEPOSIT REQUIRED

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C201466

IN JOHNSTON & WAKE COUNTIES 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. C201466; 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. C201466

In Johnston & Wake Counties, 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.

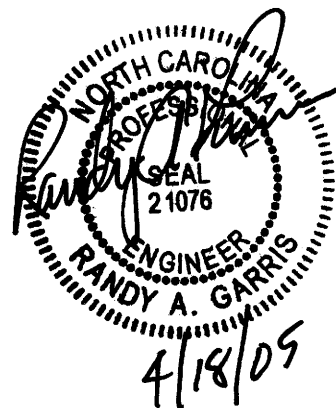
The published volume entitled "North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2002 with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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: C201466
(R-2552AA & AB, R-2552B & C)

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Revised 5-10-05

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PROJECT SPECIAL PROVISIONS

General 7-1-95

SP1G01

CONTRACT TIME AND LIQUIDATED DAMAGES: 07-20-99

The date of availability for this contract is June 27, 2005, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Contractor is held as stipulated in the permits contained elsewhere in this proposal. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is June 15, 2009.

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 Twenty Thousand Dollars (\$20,000.00) per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete, as defined elsewhere in this proposal, the liquidated damages will be reduced to Four Thousand Dollars (\$4,000.00) per calendar day.

SP1G04

SUBSTANTIAL COMPLETION: 09-17-03

The January 2002 Standard Specifications, Page 1-42, Article 105-17, Insert the following after the last paragraph:

When the special provisions provide for a reduction in the rate of liquidated damages for the contract time or an intermediate contract time after the work is substantially complete, the work will be considered substantially complete when the following requirements are satisfied:

1. Through traffic has been placed along the project or along the work required by an intermediate contract time and the work is complete to the extent specified below, and all lanes and shoulders are open such that traffic can move unimpeded at the posted speed. Intersecting roads and service roads are complete to the extent that they provide the safe and convenient use of the facility by the public.
2. The final layers of pavement for all lanes and shoulders along the project or along the work required by an intermediate contract time are complete.
3. All signs are complete and accepted except for the signs on intersecting roadways.
4. All guardrails, drainage devices, ditches, excavation and embankment are complete.

5. Remaining work along the project consists of permanent pavement markings, permanent pavement markers or incidental construction that is away from the paved portion of the roadway.

Upon apparent substantial completion of the entire project or the work required by an intermediate contract time, the Engineer will make an inspection of the work. If the inspection discloses the entire project or the work required by an intermediate contract time is substantially complete, the Engineer will notify the Contractor in writing that the work is substantially complete. If the inspection discloses the entire project or the work required by an intermediate contract time is not substantially complete, the Engineer will notify the Contractor in writing of the work that is not substantially complete. The entire project or the work required by an intermediate contract time will not be considered substantially complete until all of the recommendations made at the time of the inspection have been satisfactorily completed.

**INTERMEDIATE CONTRACT TIME NUMBER #1 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552AA & AB)**

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to **the existing traffic pattern**. The Contractor shall not close or narrow a lane of traffic on **I-40** during the following time restrictions:

1. EB I-40

**Monday thru Thursday from 3:00 p.m. to 7:00 p.m.
Friday from 12:00 p.m. to 9:00 p.m.
Sunday from 12:00p.m. to 7:00 p.m.**

2. WB I-40

**Monday thru Friday from 6:00 a.m. to 10:00 a.m.
Sunday from 12:00 p.m. to 9:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **I-40**, 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 any event that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **12:00 p.m. (noon)** December 31st and **10:00 a.m.** January 2nd. If New Year's Day is on Saturday or Sunday, then until **10:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **12:00 p.m. (noon)** Thursday and **10:00 a.m.** Monday.

4. For **Memorial Day**, between the hours of **12:00 p.m. (noon)** Friday and **10:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **12:00 p.m. (noon)** the day before Independence Day and **10:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Saturday or Sunday, then between the hours of **12:00 p.m. (noon)** the Thursday before Independence Day and **10:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **12:00 p.m. (noon)** Friday and **10:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **12:00 p.m. (noon)** Tuesday and **10:00 a.m.** Monday.
8. For **Christmas**, between the hours of **12:00 p.m. (noon)** the Friday before the week of Christmas Day and **10:00 a.m.** the following Monday after the week of Christmas Day.
9. For special events that create unusually high traffic volumes, between the hours of **12:00 p.m. (noon)** the day before the special event and **10:00 a.m.** the day after the special event.

If the special events that create unusually high traffic volumes are on Saturday or Sunday, then between the hours of **12:00 p.m. (noon)** the Friday before the special event and **10:00 a.m.** the Monday after the special event.

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 **the existing traffic pattern**.

Note: Use these time restrictions and liquidated damages listed on this Intermediate Contract Time for any required lane closure on **(-L-) proposed US 70 Bypass** after opening to traffic.

The liquidated damages are **Ten Thousand Dollars (\$10,000.00)** per hour.

**INTERMEDIATE CONTRACT TIME NUMBER #2 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552AA & AB)**

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to **the existing traffic pattern**. The Contractor shall not close or narrow a lane of traffic on **NC 42** during the following time restrictions:

**Monday thru Friday
From 6:00 a.m. to 9:00 a.m.
And
From 3:00 p.m. to 8:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **NC 42**, 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 any event that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **12:00 p.m. (noon)** December 31st and **10:00 a.m.** January 2nd. If New Year's Day is on Saturday or Sunday, then until **10:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **12:00 p.m. (noon)** Thursday and **10:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **12:00 p.m. (noon)** Friday and **10:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **12:00 p.m. (noon)** the day before Independence Day and **10:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Saturday or Sunday, then between the hours of **12:00 p.m. (noon)** the Thursday before Independence Day and **10:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **12:00 p.m. (noon)** Friday and **10:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **12:00 p.m. (noon)** Tuesday and **10:00 a.m.** Monday.
8. For **Christmas**, between the hours of **12:00 p.m. (noon)** the Friday **before the week of Christmas Day** and **10:00 a.m.** the following Monday **after the week of Christmas Day**.

9. For special events that create unusually high traffic volumes, between the hours of **12:00 p.m. (noon)** the day before the special event and **10:00 a.m.** the day after the special event.

If the special events that create unusually high traffic volumes are on Saturday or Sunday, then between the hours of **12:00 p.m. (noon)** the Friday before the special event and **10:00 a.m.** the Monday after the special event.

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 **the existing traffic pattern**.

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

**INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552AA & AB)**

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 or narrow a lane of traffic on **I-40** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday
From 5:00 a.m. to 12:00 a.m. (Midnight)

The maximum allowable time for the road closure is **15 minutes**. The Contractor shall reopen the travel lanes to traffic until the existing traffic queue is depleted.

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 **Two Thousand Five Hundred Dollars (\$2,500.00)** per 15 minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552AA & AB)**

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 or narrow a lane of traffic on **NC 42** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Sunday
From 6:00 a.m. to 8:00 p.m.

The maximum allowable time for the road closure is **30 minutes**. The Contractor shall reopen the travel lanes to traffic until the existing traffic queue is depleted.

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 30 minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552AA & AB)**

The Contractor shall complete the work which requires the placement of any type of Portable concrete Barrier within 6 meters of the edge of the travel lane of I-40 within the construction limits of Project R-2552AA & AB as shown in The Traffic Control Plan.

The date of availability for this intermediate contract time will be the date the Contractor elects to install any type of Portable Concrete Barrier on I-40 as described above in this intermediate Contract Time.

The completion date for this intermediate contract time will be the date which is **Seven Hundred Thirty (730)** consecutive calendar days after and including the date the Contractor installs any type of Portable concrete Barrier on I-40 as described above in this Intermediate Contract Time.

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

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

The Contractor shall ensure a prompt response to incidents involving the integrity of the 'SMART ZONE' devices and changeable message signs that are part of the 'Smart Zone' System on I-40 (See special provision for 'Smart Zone' and Traffic Control plans). The Contractor shall be required to make all necessary corrections to the essential and Non-essential components of the system within 24 hours of notification by the DEPARTMENT.

Essential components of the "Smart Zone" system, are the Portable Changeable Message Signs, Communications Equipment, and Speed and Volume Sensors, Computer hardware and software required to place the real time information on the signs. Non-essential components of this system are the dedicated project web-site and video cameras.

If the 24 hour timeframe expires and the essential components of the system are not fully restored to proper working order a \$500/day liquidated damages will be assessed from the time of initial notification until the system is brought back online.

If the essential components of the 'SMART ZONE' system are down for 10 total days or more in a month whether they are consecutive or cumulative, then the liquidated damages will be \$1,000.00 per day for each day that exceeds the 10th day.

If the 24 hour timeframe expires and the non-essential components of the system are not fully restored to proper working order a \$250/day liquidated damages will be assessed from the time of initial notification until the system is brought back online.

If the non-essential elements of the 'SMART ZONE' system are down for 10 total days or more in a month whether they are consecutive or cumulative, then the liquidated damages will be \$500.00 per day for each day that exceeds the 10th day.

**INTERMEDIATE CONTRACT TIME NUMBER #7 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552B & C)**

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to **the existing traffic pattern**. The Contractor shall not close or narrow a lane of traffic on **US 70 Bypass** during the following time restrictions:

1. **EB US 70 Bypass (from Clayton to Selma)**
 Monday thru Thursday
 From 2:00 p.m. to 8:00 p.m.
 and Friday
 From 2:00 p.m. 9:00 p.m.
2. **WB US 70 Bypass (from Selma to Clayton)**
 Monday thru Friday
 From 7:00 a.m. to 10:00 a.m.
 and Sunday
 From 2:00 p.m. to 9:00 p.m.

In addition, the Contractor shall not close or narrow a lane of traffic on **US 70 Bypass**, 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 any event that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **8:00 p.m.** December 31st and **7:00 a.m.** January 2nd. If New Year's Day is on Saturday or Sunday, then until **7:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **8:00 p.m.** Thursday and **7:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **8:00 p.m.** Friday and **7:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **8:00 p.m.** the day before Independence Day and **7:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Saturday or Sunday, then between the hours of **8:00 p.m.** the Thursday before Independence Day and **7:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **8:00 p.m.** Friday and **7:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **8:00 p.m.** Tuesday and **7:00 a.m.** Monday.

8. For **Christmas**, between the hours of **8:00 p.m.** the Friday **before the week of Christmas Day** and **7:00 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 **the existing traffic pattern**.

Note: Use these time restrictions and liquidated damages listed on this Intermediate Contract Time for any required lane closure on **(-L2-) proposed US 70 Bypass** after opening to traffic.

The liquidated damages are **Ten Thousand Dollars (\$10,000.00)** per hour.

**INTERMEDIATE CONTRACT TIME NUMBER #8 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552B & C)**

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 **US 70 Bypass** during the following time restrictions:

DAY AND TIME RESTRICTIONS

Monday thru Thursday from 6:00 a.m. to 11:00 p.m.
and
from 6:00 a.m. Friday to 6:00 a.m. the following Monday

The maximum allowable time for the road closure is **30 minutes**. The Contractor shall reopen the travel lanes to traffic until the existing traffic queue is depleted.

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 Thousand Dollars (\$5,000.00)** per 30 minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552B & C)**

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 on **US 70 Business**.

The maximum allowable time for the road closure is **30 minutes**. The Contractor shall reopen the travel lanes to traffic until the existing traffic queue is depleted.

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 work will be the time the Contractor is required to complete the removal of traffic control devices required for the road closure and restore traffic to the existing traffic pattern on **US 70 Business**.

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per 30 minute time period.

**INTERMEDIATE CONTRACT TIME NUMBER 10 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552B & C)**

The Contractor shall complete the work required of **Area IV Phase I Step 3A** as shown on Sheets **TCP-15, TCP-16 & TCP-19** and shall place and maintain traffic on same.

The time of availability for this intermediate contract time will be the **Friday at 6:00 p.m.** that the Contractor elects to begin the work excluding the period of time between Memorial Day and Labor Day.

The completion time for this intermediate contract time will be the following **Monday at 6:00 a.m.** after the **Friday** the Contractor begins work.

The completion date for this intermediate contract time shall be before Memorial Day and/or after Labor Day.

The liquidated damages for this intermediate contract time are **Five Hundred Dollars (\$500.00)** per hour.

**INTERMEDIATE CONTRACT TIME NUMBER 11 AND LIQUIDATED DAMAGES:
(FOR PROJECT R-2552B & C)**

The Contractor shall complete the work required of **Area IV Phase III Step 2 and Step 3** as shown on Sheets **TCP-35 to TCP-40** and shall place and maintain traffic on same.

The date of availability for this intermediate contract time will be the date the Contractor elects to begin the work.

The completion time for this intermediate contract time will be the date which is **Ninety (90)** consecutive calendar days after and including the date the Contractor begins this work.

The liquidated damages for this intermediate contract time are **Ten Thousand Dollars (\$10,000.00)** per calendar day.

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

DELAY IN RIGHT OF ENTRY (FOR PROJECT R-2552AA & AB): **07-01-95**

The Contractor will not be allowed right of entry to the parcels listed below before September 1, 2005 unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
2Z	Thomas Penny Estate

SP1G22

DELAY IN RIGHT OF ENTRY (FOR PROJECT R-2552B & C): **07-01-95**

The Contractor will not be allowed right of entry to the parcels listed below before July 4, 2005 unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
033	Dorothy P. Pounda

SP1G22

DELAY IN RIGHT OF ENTRY (FOR PROJECT R-2552B & C): **07-01-95**

The Contractor will not be allowed right of entry to the parcels listed below before July 25, 2005 unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
004	Thomas R. Carroll, Jr.

SP1G22

DELAY IN RIGHT OF ENTRY (FOR PROJECT R-2552B & C): 07-01-95

The Contractor will not be allowed right of entry to the parcels listed below before May 17, 2005 unless otherwise permitted by the Engineer.

<u>Parcel No.</u>	<u>Property Owner</u>
037	FJC Trust Andreza Habibian

SP1G22

NOTICE TO BIDDERS:

7-1-95_R

Contract C201226 (R-2552AA, R-2552AB)

Johnston & Wake Counties – US 70 / I-40 Clayton Bypass Interchange to East of SR 1525; US 70 Clayton Bypass from East of SR 1525 to East of NC 42

Contract C201209 (R-2552B, R-2552C)

Johnston County – US 70 Clayton Bypass from East of NC 42 to East of SR 1560 (Ranch Road); US 70 Clayton Bypass from East of SR 1560 to US 70

On the above projects, the following Proposal Forms are available.

Proposal Form No. 1	-	Contract C201226
Proposal Form No. 2	-	Contract C201209
Combined Proposal Form No. 3	-	Contract C201466

Contractors may submit bids on either Proposal No. 1, Proposal No. 2, the Combined Proposal No. 3 (which includes the 2 projects), or on any combination of Proposals No. 1, 2, or 3. The selection of the "low bidder" will be made as described below:

In determining the "low bidder" on these projects, the lowest bid received on Proposal No. 1 and Proposal No. 2, will be added together and the resulting total will be compared with the lowest bid received on the Combined Proposal No. 3. In the event the lowest bid on the Combined Proposal No. 3 is equal to or less than the total of the lowest bids on Proposal No. 1 and Proposal No. 2, the Contractor submitting the lowest bid on the Combined Proposal No. 3 will be considered the "low bidder". In the event the lowest bid on the Combined Proposal No. 3 is higher than the total of the lowest bids on Proposal No. 1 and Proposal No. 2; or if no bid has been received on the Combined Proposal No. 3; the Contractors who have submitted the lowest bid on Proposal No. 1 and Proposal No. 2 will be considered the "low bidders".

If a bid is received for the Combined Proposal No. 3 and acceptable bids are not received on each of Proposal No. 1 and Proposal No. 2, the evaluation of bids for determining the "low bidder(s)" will be made so as to result in the best advantage to the Department.

These procedures are for the determination of the "low bidder" only and should not be confused with the award of the contract which will be by the Board of Transportation as usual. Nothing in this provision shall be construed as invalidating any right reserved to the Board in Article 103-1 of the Standard Specifications.

SP1G25

MAJOR CONTRACT ITEMS:

2-19-02_c

The following listed items are the major contract items for this contract (See Articles 101-54 and 104-5 of the Standard Specifications):

Line #	Description
5	Unclassified Excavation
103	Aggregate Base Course
510	Reinforced Concrete Deck Slab

SP1G28

SPECIALTY ITEMS:

7-1-95

Items listed below will be the specialty items for this contract (See Article 108-6 of the Standard Specifications).

Line #	Description
182 thru 198	Guardrail Guiderail Items
199 thru 209	Fencing Items
217 thru 279	Signing Items
306 thru 317	Long-Life Pavement Markings
326 thru 327	Pavement Markers
334 thru 388	Utility Construction Items
389 thru 417 and 420 thru 421	Erosion Control Items
418 thru 419	Reforestation Items
422 thru 456	Signal Items
499 thru 508	Drilled Piers

SP1G37

FUEL PRICE ADJUSTMENT:

2-19-02_{cc}

Fuel Price Adjustment for items of work listed below will be made in accordance with Section 109-8 of the Standard Specifications.

The base index price for DIESEL #2 FUEL is \$0.4232 per liter.

The selected item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

<u>Line #</u>	<u>Description</u>	<u>Units</u>	<u>Fuel Usage Factor</u> <u>Diesel</u>
5	Unclassified Excavation	L/C.M.	1.44
103	Aggregate Base Course	L/C.M.	1.44

SP1G46

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)	35% of Total Amount Bid
2007 (07/01/06 – 06/30/07)	29% of Total Amount Bid
2008 (07/01/07 – 06/30/08)	22% of Total Amount Bid
2009 (07/01/08 – 06/30/09)	14% 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 Express™ 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

MINORITY AND WOMEN BUSINESS

SP1G60
07-17-01

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 and any subsequent Subcontractor 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 and shall not discriminate on the basis of race, color, national origin or sex. 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

Pursuant to the requirements of North Carolina General Statute 136-28.4, the following goals for participation are established for this contract:

Minority Business Enterprises 8%
Women Business Enterprises 7%

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Businesses (MB) and Women Businesses (WB) participate in at least the percents of the contract as set forth above as goals for this contract.

LISTING OF MB AND WB SUBCONTRACTORS

All bidders, at the time the bid proposal is submitted, must also submit a listing of MB and WB participation on the appropriate form (or facsimile thereof) contained elsewhere in this proposal in order for the bid to be considered responsive. Bidders must indicate the total dollar value of MB and WB participation of the contract. In the event the bidder has no MB and WB participation, he is still required to indicate this on the forms by entering the word or number zero. Blank forms will not be deemed to represent zero participation. BIDS SUBMITTED WHICH DO NOT HAVE MB AND WB PARTICIPATION INDICATED ON THE APPROPRIATE FORM WILL NOT BE READ PUBLICLY DURING THE OPENING OF BIDS. These bids will not be considered for award by the Department and they will be returned to the bidder. Bidders have the option of submitting their MB and WB participation in an abbreviated format as required in Paragraph A below, or the bidders may submit their MB and WB participation in the additional detail required by Paragraph B below. In the event the bidder elects to submit MB and WB participation in accordance with Paragraph A and is determined to be the apparent lowest responsive bidder, that bidder must deliver to the Department no later than 12:00 noon of the sixth day following the opening of bids, a detailed MB and WB submittal as required by Paragraph B below.

Only those MB and WB firms with current certification by the Department will be considered acceptable for listing in the bidders submittal of MB and WB participation.

- A. The contractor shall indicate on the form for listing of MB and WB Subcontractors the following required information:

REQUIRED INFORMATION

- (1) The names of MB and WB firms committed to participate in the contract;
- (2) The Contract Item Numbers of work to be performed by each MB and WB firm; and
- (3) The total dollar amount to be paid to each MB and WB based on agreed upon prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

- B. In lieu of submitting the information required by (A) above, the bidder may submit the detailed information required below along with the bid proposal.

REQUIRED INFORMATION

- (1) The names of MB and WB firms committed to participate in the contract;
- (2) The Contract Item Numbers and Contract Item Descriptions and agreed upon prices of work to be performed by each MB and WB firm; and
- (3) The total dollar amount to be paid to each MB and WB based on agreed upon prices.

Failure to indicate the required information on the specified form will cause the bid to be considered nonresponsive and it may be rejected.

The Department will not allow any substitutions, deletions, or other alterations to the listing of firms committed for MB and WB participation and/or the respective listed contract item numbers after opening of bids. The Department will not allow adjustments to total dollar amount of MB and/or WB participation after the opening of bids which would result in the MB and/or WB participation being less than the contract goal. The only exceptions to the requirements of this paragraph will be: (1) to allow for replacement of a MB or WB firm that had been decertified after opening of bids, and (2) to allow alteration of the listed contract item numbers subject to the Bidder submitting sufficient documentation to verify an obvious error in the initial submittal.

- C. If the bid of the lowest responsive bidder exceeds \$500,000 and if the MB and/or WB participation submitted in response to Paragraph B exceeds the algebraic sum of the MB and WB goals by \$1000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MB and WB participation and these may accumulate for a period not to exceed 24 months.

If the MB and WB participation submitted in response to Paragraph A/B does not meet or exceed the MB and WB contract goals, the apparent lowest responsive bidder must submit information to satisfy the North Carolina Department of Transportation that sufficient reasonable efforts have been made to meet the contract goals. One complete set and nine (9) copies of this information must be received in the office of the State Contractual Services Engineer no later than 12:00 noon of the sixth day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms being solicited. Documentation of MB and WB quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Where the bidder fails to provide this information by the deadline, the Department may impose the following sanctions: (1) disqualify the contractor and any affiliated companies from further bidding for a period of time of no more than 90 days from the date of disqualification as established in notification by certified mail; and (2) disqualify the Contractor and any affiliated companies for award of all contracts for which bids have been received and opened.

The following factors are what the Department will consider in judging whether or not the bidder has made adequate good faith effort:

- (1) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBs and WBs of subcontracting opportunities;
- (2) Whether the bidder provided written notice to a reasonable number of specific MBs and WBs that their interest in the contract is being solicited and whether the firms solicited could have reasonably been expected to quote the work in the contract;

- (3) Whether the bidder followed up on initial solicitations of interests by contacting MBs and WBs to determine with certainty whether they were interested;
- (4) Whether the bidder selected portions of the work to be performed by MBs and WBs in order to increase the likelihood of meeting the contract goals;
- (5) Whether the bidder provided interested MBs and WBs with adequate information about the plans, specifications and requirements of the contract;
- (6) Whether the bidder negotiated in good faith with interested MBs and Wbs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities;
- (7) Whether quotations were received from interested MB and WB firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable;
- (8) Whether the bidder made efforts to assist interested MBs and WBs in obtaining any required insurance or bonding that may be required by the bid proposal or by the bidder;
- (9) Whether the bidder specifically negotiated with Subcontractors to assume part of the responsibility to meet the contract MB and WB goal when the work to be sublet includes potential for MB and WB participation.

In the event one bidder is the apparent low bidder on two non-federally funded projects within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MB participation on the two projects so long as the overall MB goal value of both projects is achieved.

In the event one bidder is the apparent low bidder on two non-federally funded projects within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WB participation on the two projects so long as the overall WB goal value of both projects is achieved.

Where the apparent lowest responsive bidder fails to submit sufficient participation by MB firms to meet the contract goal, as part of the good faith effort the Department will consider allowing the bidder to withdraw funds to meet the MB goal so long as there are adequate funds available from the bidders MB bank account.

Where the apparent lowest responsive bidder fails to submit sufficient participation by WB firms to meet the contract goal, as part of the good faith effort the Department will consider allowing the bidder to withdraw funds to meet the WB goal so long as there are adequate funds available from the bidders WB bank account.

Where the apparent lowest responsive bidder fails to submit sufficient participation by MB and WB firms to meet the contract goal and upon a determination by the Goal Compliance Committee based upon the information submitted that the apparent lowest responsive bidder failed to make sufficient reasonable efforts to meet the contract goal, the Department may reject the bid.

In the event that the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DIRECTORY OF CERTIFIED BUSINESSES

Included with this Proposal is a list of Businesses which have been certified by the North Carolina Department of Transportation. Only those MB firms with current certification may be used to meet the contract MB goal. Only those firms with current certification may be used to meet the contract WB goal.

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

REPLACEMENT OF MBs AND WBs

(A) Performance Related

If any MB or WB Subcontractor indicated on the form for listing of MB and WB Subcontractors, contained elsewhere in this proposal, does not perform satisfactorily to the extent indicated or anticipated, the Contractor shall take all necessary, reasonable steps to replace the MB Subcontractor with another MB Subcontractor and/or the Contractor shall take all necessary, reasonable steps to replace the WB Subcontractor with another WB Subcontractor.

Any substitution of MB or WB firms after award of the contract shall be approved by the Department. The Contractor shall submit any requests for substitutions through the Resident Engineer and the request must provide a valid basis or reason for the proposed substitution.

To demonstrate necessary, reasonable efforts, the Contractor shall document the steps he has taken to replace any MB or WB Subcontractor that is unable to perform successfully with another MB or WB Subcontractor. Such documentation shall include but not be limited to the following:

- (a) Copies of written notification to MBs/WBs that their interest is solicited in subcontracting the work defaulted by the previous MB or WB Subcontractor or in subcontracting other items of work in the contract.
- (b) Efforts to negotiate with MBs and WBs for specific subbids including at a minimum:
 - (1) The names, addresses, and telephone numbers of MBs and WBs that were contacted;
 - (2) A description of the information provided to MBs and WBs regarding the plans and specifications for portions of the work to be performed; and
 - (3) A statement of why additional agreements with MBs and WBs were not reached.
- (c) For each MB or WB contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (d) Efforts made to assist the MBs and WBs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

Failure of the Contractor to demonstrate reasonable efforts to replace a MB or WB firm that does not perform as intended or anticipated, shall be just cause to disqualify the Contractor from further bidding for a period of up to 6 months after notification by certified mail.

(B) Decertification

1. If the Department has approved a Request for Subcontract for a particular MB or WB Subcontractor and that MB or WB Subcontractor is subsequently decertified by the Department; then the Department will not require the Prime Contractor to solicit replacement MB or WB participation equal to the remaining work to be performed by the decertified firm.
2. If a Prime Contractor has listed a MB or WB firm in his low bid submittal and the MB or WB firm is decertified prior to the Department approving a Request for Subcontract for the named MB or WB firm, the Prime Contractor may be required to make a good faith effort to:
 - (a) Replace the decertified firm with a certified firm, or
 - (b) To obtain replacement MB or WB participation in other areas of work.

DEFINITIONS

For purposes of this provision, the following definition will apply:

Minority Business or MB means a small business concern, which is owned and controlled by one or more minorities. Except that such term shall not include any concern or group of concerns controlled by the same minority or minorities which has average annual gross receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:

- (a) Which is at least 51 percent owned by one or more minorities or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and
- (b) Whose management and daily business operations are controlled by one or more such individuals.

Minority is defined as a citizen or lawful permanent resident of the United States and who is:

- (1) Black (a person having origins in any of the black racial groups of Africa);
- (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
- (4) American Indian

Women Business or WB means a small business concern, which is owned and controlled by one or more women. Except that such term shall not include any concern or group of concerns controlled by the same woman or women which has average annual gross receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:

- (a) Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (b) Whose management and daily business operations are controlled by one or more of the women who own it.

COUNTING MB/WB PARTICIPATION TOWARD MEETING THE MB/WB GOAL

- (1) If a firm is determined to be an eligible MB or WB firm and certified by the Department, the total dollar value of the participation by the MB or WB will be counted toward the appropriate MB or WB goal. The total dollar value of participation by a certified MB or WB will be based upon prices agreed upon by the Prime Contractor and MB or WB Subcontractor.
- (2) The Contractor may count toward its MB or WB goal a portion of the total dollar value of participation with a joint venture, eligible under the standards of this provision, equal to the percentage of the ownership and controls of the MB or WB partner in the joint venture.
- (3)
 - (a) The Contractor may count toward its MB or WB goal only expenditures to MBs or WBs that perform a commercially useful function in the work of a contract. A MB or WB 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 MB or WB is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, and other relevant factors.
 - (b) Consistent with normal industry practices, a MB or WB may enter into subcontracts. If a MB or WB 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 MB or WB shall be presumed not to be performing a commercially useful function. The MB or WB may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption shall be final.
- (4) A Contractor may count toward its MB or WB goal 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MB or WB regular dealer and 100 percent of such expenditures to a MB or WB 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 MB or WB goal the following expenditures to MB or WB firms that are not manufacturers or regular dealers:
- (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (b) The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract provided that the fee or commission is determined by the Department to be reasonable and not excessive as compared with fees customarily allowed for similar services.

REPORTS

Within 30 days after receipt of materials, supplies, or services from MBs or WBs, not otherwise documented by Request for Subcontracts (RS-1A/RS-1B), the Contractor shall furnish to the Engineer appropriate documentation (canceled checks, paid invoices, etc.) to verify expenditures with MB and WB concerns. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MB or WB credit.

All requests for subcontracts involving MB or WB Subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MB or WB Subcontractor attesting to the agreed upon prices and extensions for the affected contract items. This document shall be on the Departments Form RS-1-D, or in lieu of using the Departments Form, copies of the actual executed agreement between the Prime Contractor and the MB or WB Subcontractor may be submitted. In any event, the Department reserves the right to require copies of actual subcontract agreements involving MB and WB 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 any penalties under State Law associated with falsifications of records related to projects.

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.

SP1G67

PROMPT PAYMENT:

6-19-01c

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 subcontractor, 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 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. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of release by the Department.

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.

SP1G76

PARTIAL PAYMENTS

1-01-02

The 2002 Standard Specifications are revised as follows:

Page 1-69, Subarticle 109-4(A)

In the first line of the third paragraph change the amount of "\$200,000.00" to read "\$500,000.00".

SP1G82

CONTRACTOR'S LICENSE REQUIREMENTS:

7-1-95

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the General Statutes (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the General Statutes (licensing of electrical contractors).

SP1G88

RECYCLED STEEL

05-18-04

Recycled steel shall be incorporated into this project provided it meets the following requirements:

1. Recycled steel shall meet the Department's specifications and standards.
2. Recycled steel shall be acquired competitively for a reasonable price, and within a reasonable time period.

SP1G95

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

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

3-15-05

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:

Submit a hydrologic analysis (Skaggs Method) or equivalent 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
- Effective hydraulic conductivity or permeability
- Average drainable porosity or available water capacity
- Required buffer width, including safety factor

2. If wetlands or streams are present within 400 feet and the contractor does not propose to excavate below the seasonal high water table or the water level in the adjacent stream, no documentation will be required.
3. 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, revised 3/15/05, from Roadside Environmental Unit web site:

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

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

SP1G111

SUBSURFACE INFORMATION:

7-1-95

Subsurface information is available on the roadway and structure portions of this project.

SP1G119

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

PAYMENTS FOR MATERIALS - PORTABLE CONCRETE BARRIER:

7-1-95

When so authorized by the Engineer, partial materials payments will be made up to 90 percent of the delivered cost of portable concrete barrier, provided that these materials have been delivered on the project and stored in an acceptable manner, and further provided the documents listed in Subarticle 109-5(C) of the Standard Specifications have been furnished to the Engineer.

The provisions of Subarticle 109-5(B) of the Standard Specifications will apply to the portable concrete barrier.

SP1G121

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

NOTES TO THE CONTRACTOR:

1. "Borrow material consisting of A-2-5 and -A-5 soils with a plasticity index less than 8 shall not be used in the top 0.3 meters of embankments nor as backfill in undercut areas unless waived in writing by the Engineer".
2. As an exception to the requirements of Article 1018-2. II(a), Coastal Plain criteria shall be used for all borrow material on the R-2552B and C portion of this project. This criteria will apply to embankments which may be constructed on this portion of the project using borrow materials in lieu of unclassified excavation as allowed by Section 230. Embankment materials excavated from within the limits of this project will not have to meet coastal plain criteria.
3. The Contractor shall submit temporary drainage plans for the excavation required for the structure at Station 14+25 -Y7- to the Engineer for approval.

The Contractor shall install any needed temporary drainage under the proposed detour, and shall perform the Line -L- grading to either a temporary grade or to the final grade in order to drain the proposed bridge construction site. Other than the permanent excavation needed, no direct payment will be made for furnishing temporary drainage plans, or for furnishing and installing temporary drainage pipe, or other dewatering methods, as the cost of same shall be included in the unit price bid per cubic meter "Unclassified Excavation".

4. The Contractor's attention is directed to the fact that there are tires stockpiled on Parcel #38 (Carl Dean) on R-2552C . The tires are being removed by the Department. Tire removal is expected to be completed by July 15, 2005.

DISPOSAL OF SUITABLE WASTE:

Potential areas are available for disposal of a portion of the suitable waste material within the right of way of the future interchange on the I-40 end of the project. These areas are located left of Fly LE rev. Station 20+00, right of Fly LE rev. Station 12+00, and left of Fly LE rev. Station 15+00. Other areas may be available. The excavation and subsequent placement of suitable waste material in these areas shall be performed in accordance with the applicable provisions of Sections 225 and 802 of the Specifications.