

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

PROPOSAL

DATE AND TIME OF BID OPENING: **MAY 16, 2006 AT 2:00 PM**

CONTRACT ID C201596

WBS 2CR.10161.2, 2CR.10251.1

FEDERAL-AID NO. STATE FUNDED

COUNTY CARTERET, CRAVEN

T.I.P. NO.

MILES 9.600

ROUTE NO. US 70

LOCATION US-70 FROM THE END OF CURB & GUTTER ON THE EAST SIDE OF  
HAVELOCK IN CARTERET COUNTY TO MCCABE RD IN CRAVEN COUNTY.

TYPE OF WORK MILLING, RESURFACING & PAVEMENT MARKINGS.

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

**BIDS WILL BE RECEIVED AS SHOWN BELOW:**

**THIS IS A ROADWAY PROPOSAL**

**5% BID BOND OR BID DEPOSIT REQUIRED**

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PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C201596

IN CARTERET & CRAVEN 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. C201596; 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. C201596

In Carteret & Craven 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.

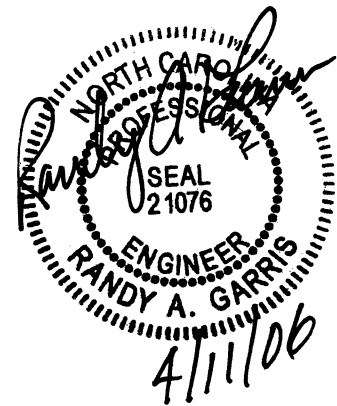


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**PROJECT SPECIAL PROVISIONS**

General

7-1-95  
RG01

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

**7-1-95**

The date of availability for this contract is July 10, 2006.

The completion date for this contract is September 29, 2006.

The observation period for the thermoplastic pavement markings is not a part of the work to be completed by the completion date for this contract as stated above. Warrant the observation period by the payment and performance bond.

The liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day.

RG06

**INTERMEDIATE CONTRACT TIME NUMBER 1  
AND LIQUIDATED DAMAGES:**

**09-16-03**

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** during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

US 70 EASTBOUND – FRIDAY 3:00 P.M. TO SATURDAY 6:00 A.M.  
US 70 WESTBOUND – SUNDAY 2:00 P.M. TO MONDAY 6:00 A.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **US 70**, 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 3:00 p.m. December 31st and 6:00 a.m. January 2nd. If New Year's Day is on Saturday or Sunday, then until 6:00 a.m. the following Tuesday.
3. For **Easter**, between the hours of 3:00 p.m. Thursday and 6:00 a.m. Monday.
4. For **Memorial Day**, between the hours of 3:00 p.m. Friday and 6:00 a.m. Tuesday.

5. For **Independence Day**, between the hours of 3:00 p.m. the day before Independence Day and 6:00 a.m. the day after Independence Day.

If Independence Day is on a Saturday or Sunday, then between the hours of 3:00 p.m. the Thursday before Independence Day and 6:00 a.m. the Tuesday after Independence Day.

6. For Labor Day, between the hours of 3:00 p.m. Friday and 6:00 a.m. Tuesday.
7. For Thanksgiving Day, between the hours of 3:00 p.m. Tuesday and 6:00 a.m. Monday.
8. For Christmas, between the hours of 3:00 p.m. the Friday before the week of Christmas Day and 6:00 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.

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

RG07

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

The Contractor shall complete the work required of **installing each new inductive loop after the removal of each existing loop by the milling or patching operations** and shall place and maintain traffic on same. All loops shall be placed under the final layer of asphalt.

The date of availability for this intermediate contract time for each inductive loop installation is **the date when the Contractor disturbs the existing inductive loop.**

The completion date for this intermediate contract time for each inductive loop installation is **the date which is seven (7) consecutive calendar days after the Contractor disturbs the existing inductive loop.**

The liquidated damages are **Five Hundred Dollars (\$500.00)** per calendar day.

**SURFACE COURSE:**

Immediately following this contract, another contract will be let to resurface (2”) of surface course the entire section including all of the side roads and tie ins to US 70.

**PROSECUTION OF WORK:**

**7-1-95**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of \$500.00 will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

RG09

**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."

RG11

**MAJOR CONTRACT ITEMS:**

**2-19-02<sub>C</sub>**

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

<u>Item #</u>	<u>Description</u>
7	Asphalt Concrete Intermediate Type, I19.0C
	or
10	Hot-in-Place Recycled Asphalt Concrete, Type I19.0C
12	Hot Mix Asphalt Admixture

RG15

**NOTES TO CONTRACTOR:**

7-1-95<sub>R</sub>

- 1. State Forces will repair existing pavement unless otherwise noted.
- 2. Submit, at the Preconstruction Conference, a sequence of his operations by map numbers. Do not alter this sequence without written permission of the Engineer.
- 3. Contract Mr. Tim Bell (252-714-8253) 48 hours before beginning work on the inductive loop system.

RR22

**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	
5	Inductive Loop Sawcut	RG18

**POSTED WEIGHT LIMITS:**

7-1-95

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

RG24

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

07-20-04  
Rev. 5-16-06

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>
2007 (7/1/06 – 06/30/07)	100% of Total Amount Bid

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

RG33



**ELECTRONIC BIDDING:**03-16-04  
Rev. 04-18-06

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 document provided by the Department that the bidder uses to develop his electronic offer to perform the work at designated bid prices.

Page 1-11, Article 102-3 **Proposal Forms and Plan Holder Lists**

Delete the first, second and third paragraph and replace with the following:

The bidder shall purchase a proposal for each project for which he intends to submit a bid on NCDOT projects advertised through the Raleigh Central Office. The prospective bidder will be required to pay *the Department of Transportation* the sum stated in the invitation to bid for each copy of the proposal and each set of plans purchased. This proposal will state the location of the contemplated construction and will show a schedule of contract items with the approximate quantity of each of these items for which bid prices are invited. It will set forth the date and time for the opening of bids. The proposal will also include any special provision or requirements that vary from or are not contained in the plans or standard specifications.

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. Obtain on-line bidding information from Bid Express® at [www.bidx.com](http://www.bidx.com) (Note: Obtain an account and valid Digital Signature from Bid Express® in order to bid electronically).

2. 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 <http://www.surety2000.com/>
  - b. Surepath <http://www.insurevision.com/>
3. 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<sup>®</sup> 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.
  4. 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.
  5. Article 103-2 Correction of Bid Errors will not apply to On-Line Electronic Bidding.
  6. All addenda and attachments will be considered part of the bid. Include all addenda in the submitted electronic 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 Article 102-8 will apply to the preparation of bids except that the bid shall be submitted via Bid Express<sup>®</sup> 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 Prequalification Office of 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 *Execution of Contract, Non-Collusion Affidavit, Debarment Certification* signature sheet, payment and performance bonds and certified check or cashier's check in lieu of electronic bid bond, 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

RG34

**FUEL PRICE ADJUSTMENT:**

**11-15-05**

Revise the 2002 *Standard Specifications* as follows:

Page 1-71 Subarticle 109-8, delete this subarticle and replace with the following:

Fuel price adjustments will be made to the payments due the Contractor for contract items specified in the contract, or for extra work items specified in the supplemental agreement, when the average terminal price has fluctuated from the Base Index Price contained in the contract.

The base index price for DIESEL #2 FUEL is \$1.7943 per gallon.

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

Line #	Description	Units	Fuel Usage Factor Diesel
7	Asphalt Concrete Intermediate Course, Type I19.0 C	Gal/Ton	2.90

The average terminal price is the average of the F.O.B. price for diesel fuel at the terminals in Charlotte, Wilmington and Selma, North Carolina. When the average terminal price fluctuates upward or downward from the Base Index Price, an amount will be added to or deducted from the monies due the Contractor as follows.

The current quantity for the specified contract items for which partial payment is made will be multiplied by the respective Diesel Fuel Usage Factor contained in the contract to determine the theoretical diesel fuel usage for each specified contract item. The sum of the theoretical diesel fuel usage for all specified contract items will be multiplied by the algebraic difference between the average F.O.B. price for diesel fuel at the above specified terminals and the Base Index Price contained in the contract to determine the fuel price adjustment to be made on the partial payment estimate.

The following formula will be used to calculate the appropriate payment or credit on the estimate.

$$S = (A - B)(\Sigma QF)$$

- Where:
- S = Fuel Price Adjustment for partial payment
  - B = Base Index Price
  - A = Average terminal price
  - Q = Partial payment quantity for contract item
  - F = Fuel factor for contract item

The average terminal price in effect on the first day of the month in which the partial payment period ends will be used to make payment adjustments for fuel whether or not more than one price fluctuation has occurred within a single partial payment period.

The Engineer's estimate of quantities for contract items measured by cross sections shall be utilized on the various partial payment estimates to determine fuel price adjustments. When the Engineer determines after payment for all or a portion of such contract item that is subject to a fuel price adjustment that the total quantity of work paid to date shall be adjusted to reflect more accurate quantity determinations, the Engineer will make a pro rata increase or decrease in the fuel price adjustment proportionate to the adjustment in the total quantity of work paid. The prorated fuel price adjustment for the contract item will be determined by multiplying the cumulative fuel price adjustment made for that contract item for the previous estimate period(s) by the adjusted quantity for that contract item and divided by the total quantity of work paid for the previous estimates for the contract item. Payment for the prorated fuel price adjustment will be made accordingly on the partial payment estimate that includes the adjustment in the quantity of work paid.

RG43

**MINORITY AND WOMEN BUSINESSES:**

**6-15-93<sub>R</sub>**

**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 MBE/WBE participation in Supplemental Agreements.**

OBLIGATION

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

GOALS

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

REPORTING MINORITY BUSINESS ENTERPRISE OR WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

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

RG45

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.

RG51

**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".

RG54

**SUBMISSION OF BIDS - ALTERNATES:****3-17-98**

Revise the 2002 Standard Specifications as follows:

Page 1-13, Article 102-8

In Item 3, at the end of the second paragraph add the following:

"When Bidders submit prices on more than one alternate the lower cost of the correctly completed alternate is the accepted bid and will be used to determine the total amount bid."

Page 1-18, Article 103-2(D)

Add the following paragraph after the second paragraph:

“When Bidders submit prices on more than one alternate the lower cost of the correctly completed alternate is the accepted bid and will be used to determine the total amount bid.”

RG57

**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.

RG63

**RECYCLED STEEL**

**05-17-04**

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.

RG65

**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.

RG80

**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.

RG84

**SAFETY VESTS:**

**6-19-01R**

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.

RG87

**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.

RG91

**CONTRACTOR BORROW SOURCE**

**03-15-05**

Rev. 04-18-06

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 12/1/05, from Roadside Environmental Unit web site:  
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/SkaggsMethodBuffers.pdf](http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/SkaggsMethodBuffers.pdf)

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

RG92

**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.

RG95

**FORCE ACCOUNT WORK**

**10-18-05**

Revise the *Standard Specifications* as follows:

Page 1-67, Article 109-3, delete this article and replace with the following:

All force account work shall be performed as directed by the Engineer including the numbers and types of equipment, the numbers and classifications of labor and foremen, and material requirements.

All work to be paid for on a force account basis will be paid for in the following manner:

- (A) **Labor** For all authorized labor and foremen in direct charge of the specific operations, the Contractor will receive the rate of base (actual) wages (or scale) actually being paid by the Contractor for each hour that the labor and foremen are actually engaged in the specific force account work.

In addition to reimbursement for each hour that the labor and foremen are actually engaged in the specific force account work, the Contractor may receive compensation for travel time to and from the project if and only if the labor and foremen needed are outside a 75 mile radius as included in Section 109-3(B). The base location will be established and approved by the Engineer prior to performing the specific force account work. If the approved labor and foremen travel to another project upon completion of the specific force account work, payment for travel time may not exceed the travel time that would have been required to return to the point of origin in accordance with Section 109-3(B). When travel time is approved by the Engineer, it shall be included in the total hours approved and worked for that specific week. The Engineer will approve the mode of travel.

Prior to beginning the specific force account work, the Contractor shall submit in writing for the Engineer's approval a list of all wage rates applicable to the work. Approval will not be granted where these wage rates are not actually representative of wages being paid elsewhere on the project for comparable classes of labor performing similar work.

Payment for overtime will be allowed when approved by the Engineer prior to performing the specific force account work. Overtime for labor and foremen will be paid based on the company's policy for overtime payment. Verification of such payment will be tracked by submission of weekly payrolls as required on federal projects and as requested on all other projects. Failure to submit payrolls as required or requested shall act as a bar to the Contractor for payment of overtime for labor and foremen. If the labor or foremen is employed partly on specific force account work and partly on other work, the amount of overtime to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

An additive amount equal to the Contractor's actual labor burden rate, up to a maximum of 60 percent, will be paid to the Contractor for all base (actual) wages paid to labor and foremen for the specific force account work. No additive will be provided for overtime payments. The labor burden rate(s) will include costs associated with the employee's actual base wages benefits, including FICA, unemployment contributions, Social Security and Medicare taxes and company fringe benefits. Company fringe benefits are the actual costs paid to, or on behalf of, workmen by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws generally applicable to the classes of labor employed on the work. The Contractor's actual labor burden rate(s) shall be submitted to and approved by the Engineer prior to beginning the work. When the Contractor cannot verify actual labor burden rate(s), an amount equal to 35 percent of the total base (actual) wage paid for labor and foremen will be added to the total base wages paid to the Contractor. These percentage additives will

be full compensation for overhead, benefits, contingencies, and all other costs associated with labor for the specific force account work.

- (B) **Subsistence and Travel Allowances** The Contractor may receive payment for actual costs paid to, or on behalf of, labor and foremen by reason of subsistence and travel allowances under certain circumstances. When the Contractor is required to mobilize a crew for specific operations, the Engineer may approve reimbursement of subsistence, including meals and overnight lodging, if the specific force account work is determined to be outside of the scope of the original contract and the distance from the Contractor's base location to the project is more than 75 miles. Should the Contractor utilize forces currently working at the location of the specific force account work, the Engineer may approve the payment of subsistence, including meals and overnight lodging, if the work is determined to be outside of the scope of the original contract, the forces currently working at the location have routinely stayed overnight during the life of the project, and the distance from the Contractor's base location to the project is more than 75 miles. The Engineer will approve the mode of travel.

Payment will be made to the Contractor for subsistence, including meals and overnight lodging, paid in accordance with the Contractor's usual policy for authorized labor and foremen in direct charge of the specific operations.

Subsistence will be limited to the lesser of actual amount paid or the current maximum in-state rate for State employees. Verification of such costs paid to, or on behalf of, labor and foremen shall be submitted to the Engineer. If the labor or foremen are partly employed on specific force account work and partly on other work, the amount of subsistence to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

- (C) **Materials** For materials authorized and accepted by the Engineer and used, the Contractor will receive the actual cost of such materials, including sales tax and transportation charges paid by him (exclusive of equipment rentals as hereinafter set forth), to which costs 15 percent will be added. The Contractor shall furnish records to the Engineer to verify the quantities of materials used in the specific force account work, prices of the materials, sales tax, and costs of transportation for the materials.

If materials used in the specific force account work are not specifically purchased for such work but are taken from the Contractor's stock, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, the quantity was actually used in the specific force account work, and the price and transportation cost claimed represent the actual cost to the Contractor.

- (D) **Equipment** For all equipment authorized by the Engineer to be used on the specific force account work the Contractor will receive rental payment. Hourly rental rates paid for equipment in use, which is Contractor owned or rented from another Contractor, will not exceed 1/176<sup>th</sup> of the monthly rate listed in the *Rental Rate Blue Book for Construction Equipment* that is current at the time the specific force account work is performed.

In determining the hourly rate, the regional adjustment factor and the rate adjustment factor for equipment age, as set forth in the current *Blue Book*, will both be applied to the basic rate. An additive payment equal to 100 percent of the *Blue Book* estimated operating cost per hour will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

If rental rates for the equipment actually being used in the work are not listed in the *Blue Book*, the Contractor will receive the prevailing rental rates being paid for such equipment in the area where the project is located. An additive payment equal to 15 percent of the prevailing rental rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling, and oiling), small tools, and other incidentals.

Hourly rental rates for equipment held in ready as directed by the Engineer will be 50 percent of the rate paid for equipment in use. An additive payment will not be made for equipment held in ready. When equipment is in use less than 40 hours for any given week and is held in ready as directed by the Engineer, payment for held in ready time will be allowed for up to 40 hours, less hours in use. When payment is made for equipment held in ready as directed by the Engineer, the payment for held in ready time will be allowed for up to 8 hours in a day less hours in use.

Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 will be 50 percent of the rate paid for equipment in use. Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 that is rented from a commercial rental agency will be paid for in accordance with the invoice rate for the equipment. An additive payment will not be made for idle equipment. When equipment is in use less than 40 hours for any given week and is held in ready as idle equipment in accordance with Article 104-4, payment for idle equipment time will be allowed for up to 40 hours, less hours in use. When payment is made for idle equipment held in ready in accordance with Article 104-4, the payment for idle equipment time held in ready will be allowed for up to 8 hours in a day less hours in use.

In the event the Contractor does not possess or have readily available such equipment necessary for the performance of the work and such equipment is rented from a commercial rental agency, the Contractor will receive payment based on the approved invoice rate for the equipment.

An additive payment equal to 15 percent of the calculated hourly invoice rate will also be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools, and other incidentals. The commercial rental agency shall not be the Contractor or an affiliate of the Contractor.

No compensation will be made for the use of equipment not authorized by the Engineer.

The Contractor will be reimbursed for the actual transportation costs for equipment which the Contractor is directed to furnish. Such payment will be limited to transportation costs from the nearest source of available equipment. If equipment is not returned to the point of origin, but is transported to another location, transportation costs will not exceed the cost of return to the point of origin. Rental for such equipment will not be paid when the equipment is being transported. The Contractor shall furnish records to the Engineer to verify the actual transportation costs for equipment.

The Contractor shall provide to the Engineer for approval a listing of all equipment and attachments to be utilized in the prosecution of the work. The list shall include the manufacturer's name, type, model, serial number, and year of manufacture. The list shall also include the invoice rate for equipment rented from a commercial rental agency. It shall be the Contractor's responsibility to verify the age of the equipment in a manner acceptable to the Engineer. Where such verification is not available, the rate adjustment factor used will be for the oldest equipment listed in the Blue Book.

The above prices and payments will be full compensation for fuel, lubricants, cutting edges, all repairs, and all other operating and maintenance costs other than operator's wages.

- (E) **Owner-Operated Equipment** For all owner-operated equipment authorized by the Engineer to be used on the specific force account work, the Contractor will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rate(s) have not been established, the contractor shall submit the proposed rate(s) for the owner-operated equipment with sufficient documentation as deemed necessary by the Engineer for approval.

For fully maintained and operated trucks used for the specific force account work, the Contractor will receive rental payment equal to the existing contract rate(s) with no additive as provided in Items 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rate(s) have not been established, the prevailing industry rate(s) for fully maintained and operated trucks will be used for the specific force account work with approval of the Engineer.

For the purposes of force account work, owner-operated equipment, including fully maintained and operated trucks, will be considered subcontractors. No additional additives other than those allowed under Item 109-3(G) will be allowed.

- (F) **Miscellaneous** No additional allowance will be made for general superintendence, the use of manually powered tools, or other costs for which no specific allowance is herein provided.
- (G) **Subcontracting** For administrative costs of the Contractor in connection with approved subcontract work at any level and the use of owner-operated equipment at any level, the Contractor will receive an additive amount in accordance with the rate schedule shown below of the total cost of such subcontracted work. The total cost of such subcontracted work will include applicable labor and additive, bond and insurance, materials, and

equipment costs incurred by the subcontractor; overhead and profit computed in accordance with Items 109-3(A) through 109-3(D), 109-3(F), 109-3(H) and 109-3(I); and costs for owner-operated equipment, including fully maintained and operated trucks in accordance Item 109-3(E). No additional additives will be allowed.

<u>Total Cost of Subcontract Work</u>	<u>Rate Schedule</u>
\$0 - \$10,000	10%
Above \$10,000	\$1,000 + 5% Above \$10,000

- (H) **Overhead and Profit** An additive payment equal to 10 percent of the specific force account total will be paid to the Contractor. This specific force account total is exclusive of the portion of the work included with Item 109-3(C), Materials, Item 109-3(E), Owner-Operated Equipment and Item 109-3(G), Subcontracting. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account work.

An additive payment equal to 10 percent of the specific force account total for approved subcontract work will also be paid to the subcontractor for overhead and profit. This specific force account total for subcontract work is exclusive of the portion of the work included with Item 109-3(C), Materials and Item 109-3(E), Owner-Operated Equipment. This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens, and profit associated with the specific force account subcontracted work. No additional additives will be allowed.

- (I) **Bond and Insurance** For property damage and liability insurance premiums and bond premiums on the specific force account work, the Contractor will receive the actual cost. The Contractor shall furnish satisfactory evidence to the Engineer of the rate or rates paid for such insurance and bond.

An annualized composite percentage may be used to determine the cost for bond and insurance. Insurance costs will be limited to the direct costs associated with the specific force account work. The Contractor shall furnish satisfactory evidence to the Engineer of the annualized composite percentage for the bond and insurance.

- (J) **General** The Engineer will maintain the payment records of work performed on a force account basis. The Contractor shall compare records of work with the Engineer at the end of each day on which such work is in progress.

Any contention the Contractor may have for an extension in the completion date, intermediate completion date, or intermediate completion time, due to performance of specific force account work will be considered as provided in Article 108-10.

RG105

**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.

RG155



**REJECTION OF BIDS****12-20-05**

Revise the *2002 Standard Specifications* as follows:

Page 1-17, Article 102-15, add the following after the third paragraph:

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*. Notwithstanding the limitations on bidding, the bidder who is awarded any project shall comply with *Chapter 87 of the General Statutes of North Carolina* for licensing requirements within 60 calendar days of bid opening, regardless of funding sources.

RG175