



IFB NO. 25 - 011

INVITATION FOR BID

FOR

ON-CALL CONSTRUCTION FY25 (B)

January 21, 2024

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INVITATION FOR BID
FOR
On-Call Construction FY25 (B)

SECTION 1. INTRODUCTION

1.1 STATEMENT OF INTENT

Research Triangle Regional Transportation Authority D/B/A GoTriangle ("GoTriangle") invites qualified and experienced firms with recent and relevant experience to submit Bids for consideration to contract with GoTriangle to provide **On-Call Construction FY25 (B)** as set forth in this solicitation. Firms may express interest and request consideration by submitting bid material to GoTriangle as set forth in this Invitation for Bid.

To obtain a copy of the Invitation for Bid (IFB) document, Contractors shall download the document from the GoTriangle's website at <https://gotriangle.org>.

Bids will be received until 10:00 p.m. on Friday February 18, 2025 (EST) on at GoTriangle's Administrative Office located at 4600 Emperor Blvd., Suite 100, Durham, North Carolina, 27703. Questions regarding the Bids shall be directed to William Bryant, Procurement Administrator at wbryant@gotriangle.org. GoTriangle reserves the right to reject any or all Bids.

Note: Due to COVID-19 restraints, bids will be opened virtually via MS Teams at 11:00 am.

1.2 BACKGROUND

Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all tasks detailed in the Scope of Work.

1.3 PRE-PROPOSAL MEETING

A Non-mandatory Pre-Bid Conference will be held, via **Microsoft Teams Meeting at 9:00 a.m. on January 28, 2025.** The meeting information is listed below. The purpose of this meeting is to offer an opportunity for prospective bidders to familiarize themselves with the site and ask questions pertaining to the project and Contract Documents.

Microsoft Teams

[Need help?](#)

[Join the meeting now](#)

Meeting ID: 283 102 491 018

Passcode: Ye3tz9nV

Dial in by phone

[+1 252-210-4099,,646894400#](#) United States, Rocky Mount

1.4 DISADVANTAGED BUSINESS ENTERPRISES

Pursuant to 49 C.F.R. Part 26, GoTriangle has established a Disadvantaged Business Enterprise (DBE) Program that states “GoTriangle shall not discriminate in any manner on the basis of race, color, sex or national origin, and shall take all reasonable steps to ensure that certified Disadvantaged Business Enterprises have the maximum opportunity to participate in the performance of contracts.

In conformity with North Carolina State law, it is the policy of GoTriangle to encourage and promote the use of minority contractors, physically handicapped contractors, and women contractors in the purchasing of goods and the provision of services. Proposers are encouraged to utilize minority, handicapped and women-owned businesses to the extent possible when assembling its team.

Jamila Ormond, GoTriangle Director of Equal Opportunity Employment/Disadvantaged Business Enterprises may be reached at 919-485-7518 or jormond@GoTriangle.org with questions about GoTriangle’s DBE Program.

1.5 PERMITS

The Contractor is responsible to obtain, at their expense, any permits, certifications and/or licenses to complete the construction project. Copies of all inspections and permits shall be given to GoTriangle for record keeping. All work must comply with all safety, electrical, and building codes of the State of North Carolina and local ordinances.

1.6 USE OF BRAND OR TRADE NAMES

The use of brand names, trade names, types, styles, model numbers and serial numbers are intended to be descriptive only and not intended to restrict competition. Specific brand names will be used as a comparative measure of the safety, quality and performance against all Bid submissions. However, other brand names, types, styles, model numbers have to be “equal” and meet the minimum requirements of the OEM.

1.7 GOTRIANGLE PROJECT CONTACTS

Unless otherwise notified:

1. **Pre-Award Contact:** Prior to contract award all questions, comments, correspondence and Bid packages shall be transmitted to the attention of the following individual, serving as the Owner’s Representative during Pre-Award:

William Bryant, Procurement Administrator

Office: 919-485-7429

wbryant@gotriangle.org

2. **Post-Award Contact:** After the contract is awarded, the contractor and subcontractors shall transmit all project related questions, correspondence and other communications to the attention of the following individual, serving as the Owner’s Representative during Post-Award:

Project Manager, GoTriangle

Richard Major

Office: 919-485-7483

rmajor@gotriangle.org

SECTION 2. SCOPE OF WORK

GOTRIANGLE TECHNICAL SPECIFICATIONS

A. ARTICLE 1: GENERAL REQUIREMENTS

1.1 Contract Period

Beginning at the time of the Notice to Proceed (NTP), this contract will remain in effect until the original contract amount is expended. The maximum contract term shall not exceed 365 days.

1.2 Additional Work

No additional work or deviation from the original plans shall be allowed without written approval from the Engineer.

1.3 Property Owner Contact

All contact with property owners shall be through the Project Inspector. During any contact with the property owners, the Contractor, any of its agents, employees or subcontractors is expected to interact in a professional and courteous manner.

The Contractor shall notify GoTriangle seven (7) calendar days in advance of any construction activity commencing at a project site. GoTriangle will notify the property owners of the pending construction activity. Project access, proposed tree removals, and any other construction related coordination with property owners must be completed before work can commence on that property.

1.4 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under the Contract, from any damage or injury by reason of said process construction. The Contractor shall be liable for any and all claims for such damage on account of their failure to fully protect all adjoining property. The Contractor agrees to indemnify GoTriangle in accordance with the GoTriangle contract.

1.5 Contract (Intent of Contract)

The intent of the contract is to prescribe the work or improvements that the Contractor undertakes to perform, in full compliance with the project work orders issued by GoTriangle, technical/project special provisions/specifications, plans, proposal, and contract. In case the method of construction or character of any part of the work is not covered by the work order, these specifications shall apply. The Contractor shall perform all work in accordance with the lines, grades, typical sections, dimensions, and other data shown on the work order or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the work order and specifications. Unless otherwise provided in the contract, the Contractor shall furnish all implements, machinery, equipment, tools materials, supplies, transportation, and labor necessary for the prosecution and completion of the work.

GoTriangle reserves the right to terminate the contract or to allow the contract period to lapse without having expended the awarded amount.

The total maximum duration of the original Contract Period will not exceed the Contract Period. Work orders dated prior to the end of the Contract Period may be completed if directed by the GoTriangle/Engineer.

1.6 Contract Liquidated Damages (Reserved)

1.7 Contract Renewal [Reserved]

1.8 Contractor Quality Control

The Contractor shall establish, provide and maintain an effective quality control program that details the methods and procedures to be taken to assure that all materials and completed construction work, required for the Project, conform to the Construction Documents.

Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Construction documents, the Contractor is fully responsible for developing and executing their own quality control program.

The Contractor shall perform inspection, testing, and measurement of all items of Work required by the plans and technical specifications, including those performed by subcontractors.

The Contractor shall provide GoTriangle with written documentation of the quality control methods and procedures for review and acceptance prior to the start of the work.

Review of the materials and completed work by GoTriangle and/or their representative(s) does not relieve the Contractor of the performing quality control inspections/review of the Contractor's and/or subcontractor's work. GoTriangle may elect to require the Contractor to repair or replace sections of the project that has not been installed in accordance with the Quality Control program.

In cases where the quality control activities do not comply with the Contractor's Quality Control program or the Construction Documents, GoTriangle and/or their representative(s) may suspend all work. The suspension of work shall not alter the Project Construction Schedule and/or associated liquidated damages.

All required quality control activities shall be considered incidental to the project work. There will be no separate measurement and/or payment for this work.

1.9 Contract Time Extensions (Reserved)

1.10 Crew

A construction crew shall be defined as the assemblage of supervisor, workers and equipment that are assigned to each specific project location. All crews shall "Prosecution and Progress" of work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract, or as directed by the Engineer/GoTriangle.

1.11 Project

A project shall be defined as the work or construction to be performed at a specific location, as defined in a written Project Work Order issued to the Contractor.

1.12 Project As-Built/Record Survey (Reserved)

1.13 Project Liquidated Damages (Reserved)

1.14 Project Notice To Proceed

A written Project Notice to Proceed will be issued to the Contractor for each Project. Issuance of the Project Notice to Proceed will begin the Project Period. The Notice To Proceed shall state the date to begin construction of the Project and shall be determined at the Pre Construction Conference.

1.15 Project Period

The project period shall be defined as the number of calendar days established by the Engineer in consultation with the Contractor to complete a Project. The Project Period shall begin with a written Project Notice to Proceed and end as the designated Completion Date.

The Completion date is that date established as set forth in the contract or as revised by authorized time extensions, by which it is required, that work set forth in the Project Work Order be satisfactorily completed. Work shall be field verified and/or measured prior to acceptance as satisfactorily complete.

The Project Period shall be established at the Project Pre Construction Conference.

1.16 Project Pre-Construction Conference

A Project Pre Construction Conference will be scheduled by the GoTriangle Construction Staff as soon as practicable once the project work order has been established. The conference will be held at the site where the Contractor and GoTriangle Inspector will review the project work order, discuss all components of work, establish the Project Notice To Proceed date, project duration, and completion date. Any foundation protection work, material manufacturing, negotiated unit prices, or other elements of work will be considered and included in the Project Notice To Proceed and Project Period.

1.17 Project Submittals

The Contractor shall submit original documents from manufacturer(s) and/or supplier(s) for review by the Engineer, as soon as materials arrive at the site. The Engineer/GoTriangle may mark/initial original documents, as needed to assist with verification of material quantities.

Any proposed changes, revisions, and/or substitutions to the construction documents, materials or work by the Contractor shall be submitted in writing to the Engineer/GoTriangle for review and approval prior to performing the work.

1.18 Project Time Extensions

All project time extensions shall be submitted in writing and approved by GoTriangle a minimum of three (3) days prior to the completion date.

A project time extension shall be requested by the Contractor for each completion date applicable.

1.19 Project Work Order

The Engineer will determine final design, scope, and measurement and payment solutions.

Individual projects will vary in size, monetary value, effort, and duration. Each project will be constructed using a project specific work order.

At any given time, the contractor may be assigned:

- One Project
- Multiple Projects
- No Projects

1.20 Project Work Order Measurement and Payment

Measurement and Payment for project work orders will be determined by the Engineer/GoTriangle. Work orders will be issued based primarily on Contract Unit Prices. Negotiated Unit Prices, Time and Materials, Negotiated Lump Sum or other methods afforded the Engineer in the NCDOT Standard Specifications for Roads and Structures may also be implemented. Project work orders may consist of a combination of these methods available to the Engineer.

Contract Unit Price work orders - The Engineer/GoTriangle will select the appropriate contract items needed to construct the project from the contract itemized proposal.

At this time, it is not known which items, or quantities of items will be used on any work order.

There is no guarantee that all of the items and/or the associated quantities in the proposal will be used for the work performed under this contract.

Negotiated Unit Price - When requested by the Engineer, the Contractor shall prepare at least three (3) written quotations upon request for any item or items necessary to complete the project work order that is not included in the original contract itemized proposal.

The agreed upon price negotiated between GoTriangle and Contractor will be full compensation for the specified item and will not be adjusted unless the Engineer amends the scope of work to consider changed or unknown conditions.

The approved negotiated price will prevail for the duration of the contract and may be used on future work orders issued within the duration of the contract.

Time and Materials work orders – When requested by the Engineer, the Contractor shall prepare a written estimate including anticipated labor, equipment, and materials needed to construct a given project. The estimate will take into consideration, project design plans or drawings, scope of work, site conditions, quantities and specifications.

Contractor shall begin work upon receipt of written authorization from the Engineer.

Payment will be determined by:

- Labor: The labor rates should be similar to local labor rates (contractor to provide verification of local labor rates for approval) multiplied by the approved work hours charged to the project.

- Equipment: The equipment rates should be similar to local equipment rates (contractor to provide verification of local equipment rates for approval) multiplied by the approved work hours charged to the project.
- Materials: The approved materials will be paid for at the material cost, including transportation charges paid by the Contractor, plus 10 percent. The Contractor shall furnish the Engineer records and receipts including quantities and prices paid to verify the materials incorporated into the project.
- For materials incorporated into the project that were not specifically purchased for the subject 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 incorporated into the work, and the price and transportation cost requested represent the actual cost to the Contractor.
- Subcontractors: Work done by an approved Subcontractor will be paid upon receipt of an approved invoice and 10 percent will be added to the invoice amount.
- Miscellaneous: No additional allowance will be paid for superintendence, the use of manually powered hand tools, or other costs for which no specific allowance is provided.

Negotiated Lump Sum work orders—When requested by the Engineer, the Contractor shall submit a written quotation that takes into consideration, project design plans or drawings, scope of work, site conditions, quantities and specifications.

The agreed upon price negotiated between GoTriangle and Contractor will be full compensation for the specified work order and will not be adjusted unless the Engineer amends the scope of work to consider changed or unknown conditions.

1.21 Pruning And Thinning of Trees (Reserved)

1.22 Scope of Work

Work performed under this contract will consist of bus stop improvement projects within the GoTriangle limits of Durham, Orange, and Wake Counties NC. Work will involve mobilization, earthwork, grading, drainage structures, storm drain pipe systems, working over, under, near, and around existing private utilities, asphalt paving & repair, curb & gutter, concrete flatwork, bus stop amenities installations, and landscaping and any associated work required by the Engineer.

- All site work to be completed under this contract shall be issued to the Contractor as a Project Work Order.
- Project Work Orders shall be issued to the Contractor by GoTriangle in writing.
- Project Work Orders shall identify the individual project and the work assignment. The Project Work Order may also include related additional Construction Documents (site specific plans, details, and/or specifications.)
- The Contractor will be required to furnish and maintain sufficient full time work crews (see Crews) for the purpose of actively working on multiple projects for the life of the contract.
- The Contractor shall be prepared to work on a minimum of two (2) projects simultaneously and have resources (manpower, supervision and equipment) necessary to complete assigned work orders (see *Project Work Orders*).
- Each crew must be capable of prosecuting the work listed in the Project Work.
- Project work orders issued for this contract will vary in size, effort, location, and monetary value. Projects could vary from \$2,000 to \$100,000 and may have project durations from 2 to 60 calendar

days. These ranges are provided as a guide and are not intended to be construed as the minimum and maximum cost or duration.

- GoTriangle may, at its discretion, issue two simultaneous work orders at differing or at similar levels of size, effort, or a combination of such.
- The Contractor may be required to submit a written construction schedule to GoTriangle for their review and approval.
- The Contractor shall keep GoTriangle informed of their proposed work plan(s) and submit written reports of work accomplished on a frequency to be determined by GoTriangle.
- Written reports and supporting construction documentation (survey notes, certifications, tickets, tags, etc.) shall accompany all pay requests.
- All work shall be subject to inspection by GoTriangle and/or their representative at any time.
-

It is the intent of GoTriangle to utilize the awarded contract sum to maximize the number of projects constructed during the contract period.

Additional work crews may be utilized for more than two Project Work Orders with the consent of both parties.

1.23 Site Access

Project access shall be coordinated by GoTriangle prior to mobilization at the project site. The Contractor shall make their own determination of their ability to use existing public/private roads and/or project access identified in the Construction Documents.

Alternative access is the Contractor's responsibility. The Contractor shall provide a copy of any written agreement for alternative access and/or use of adjacent property to GoTriangle for their records prior to accessing the property. The Contractor is responsible for obtaining permit(s) identifying alternative project access.

The use of public/private roads shall be in accordance with the municipality the bus stop improvements is taking place and NCDOT standards and local laws. The Contractor shall maintain project access roads during construction and install erosion control measures in compliance with local, state, and federal laws.

The Contractor shall obtain all permits to transport equipment and materials to and from the project site.

1.24 Site Clean Up and Disposal of Contractor Generated Debris

The Contractor shall keep all project areas free of trash and debris generated by the Contractor during the progression of the work. The Contractor shall provide on-site designated trash receptacles for the disposal of non-construction debris and materials. Construction debris may be temporarily stockpiled, in a safe manner, within the designated equipment storage areas for removal and disposal prior to demobilization. The Contractor is responsible for all sub-contractor generated trash and debris cleanup.

Prior to the time of final inspection of the work and before issuance of the final payment, the Contractor shall remove all contractor generated trash, debris and construction materials.

All trash and debris shall be disposed of in accordance with local, state, and federal laws. Permits required for the disposal of any materials are the responsibility of the Contractor.

1.25 Tree Protection

All tree root systems shall be protected during all phases of construction.

1.26 Bituminous Plant Mix Pavements – Recycled (Reserved)

1.27 Conformity of Work with Specifications

The Engineer will determine acceptability of materials and construction in accordance with the applicable sections of these specifications.

1.28 Defective Materials

Acceptance or Rejection: Following the application of the appropriate acceptance plan, the decision of the Engineer shall be final as to the acceptance, rejection, or acceptance at an adjusted payment of the material.

Nonconforming materials, projects, items of construction, or complete construction that are not adaptable to correction by reworking shall be removed and replaced, accepted without payment, or accepted at an adjusted payment as stated in these specifications, or if not stated, as directed by the Engineer.

1.29 Design Mix Formula

The Contractor shall submit for the Engineer's approval, asphalt job mix formulas approved by the NCDOT or a job mix formula within the limits of the Standard Specifications accompanied by the recommendation of an independent testing laboratory. The formula shall include aggregate gradation, bitumen content, stability, theoretical specific gravity, laboratory specific gravity, percent of voids, and unit weight.

1.30 Periodic Payments (Reserved)

ARTICLE 2: PROJECT SPECIAL PROVISIONS (PSP)

PSP- 1 – MOBILIZATION/TRAVEL TIME

Mobilization/Travel Time payment will be made by Lump Sum and is to include all mobilization of the contractor's equipment and personnel to perform the work required under this contract.

The mobilization will be 5% of the total sum of bid items in the bid form to include PSP-7 to PSP-30.

The mobilization for this contract will be paid out in the following:

1. 1st payment of 25% of the mobilization payment will be made when the contract starts
2. 2nd payment of 25% of the mobilization payment will be made when 25% of the total contract value is completed
3. 3rd payment of 25% of the mobilization payment will be made when 50% of the total contract value is completed
4. 4th and final payment of 25% of the mobilization payment will be made when 75% of the total contract value is completed
5. Total of 100% after 4 equal payments of 25% will complete this pay item.

PSP- 2 - DEMOLITION

Demolition will follow NCDOT Standard Section 200. Removal of existing benches, curb and gutter, sidewalk, asphalt pavement, and amenities is included as part of this work. Sawcutting of existing pavement and concrete to provide smooth joint is considered incidental to *Demolition*. The hauling, transport, and delivery of amenities or other items to be returned to the Owner's facilities is considered incidental to *Demolition*.

Perform clearing on this project to the limits established by "Method of Clearing - Method II" shown on Standard No. 200.02 of the *NCDOT 2018 Roadway Standard Drawings*.

Demolition payment will be made by Lump Sum and to include all labor, materials, transportation, and incidentals required to suitably remove and properly haul all salvaged materials or to properly dispose of as noted on the plans.

The demolition will be 5% of the total sum of bid items in the bid form to include PSP-7 to PSP-30.

The demolition for this contract will be paid out in the following:

1. 1st payment of 25% of the demolition payment will be made when the contract starts
2. 2nd payment of 25% of the demolition payment will be made when 25% of the total contract value is completed
3. 3rd payment of 25% of the demolition payment will be made when 50% of the total contract value is completed
4. 4th and final payment of 25% of the demolition payment will be made when 75% of the total contract value is completed
5. Total of 100% after 4 equal payments of 25% will complete this pay item.

PSP- 3 – EARTHWORK

The work covered by this section consists of the excavation, placement, and compaction or satisfactory disposal of all materials encountered within the limits of the work necessary for the construction of the project in conformity with the lines, grades, and typical sections shown on the plans or established by the Engineer.

The Contractor shall fill areas that settle unevenly during the course of construction at no additional cost to the Owner.

UNCLASSIFIED EXCAVATION

All material excavated in order to achieve the site lines, grades, and cross sections shown on the plans shall be classified as Unclassified Excavation.

Whenever encountered during work, remove any trash and non-natural debris. Remove all roots and pieces of wood or debris larger than three (3) inches in diameter.

All suitable material removed in the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and at such other places as may be indicated on the plans or directed by the Engineer. Unsuitable material and excess excavated material not required for construction of embankments shall be properly disposed of offsite at no additional cost to the Owner.

The intersection of slopes with natural ground surfaces, including the beginning and ending of cut slopes, shall be uniformly rounded as shown on the plans or as may be directed by the Engineer. Concurrent with the excavation of cuts, the Contractor shall construct intercepting berm ditches or earth berms along and on top of the cut slopes at locations shown on the plans or designated by the Engineer. All slopes shall be finished to reasonably uniform surfaces acceptable for seeding and mulching operations. All protruding roots and other objectionable vegetation shall be removed from slopes.

When the Contractor's excavation operations encounter graves, the operations shall be temporarily discontinued in the vicinity of the graves and not resumed until so directed by the Engineer.

When the Contractor's excavation operations encounter artifacts of historical or archeological significance, the operations shall be temporarily discontinued in the vicinity of the artifacts and not resumed until so directed by the Engineer. Disposition of the artifacts shall be in accordance with the requirements of the State Division of Archives and History.

A tolerance of plus or minus 0.10 foot from the established grade will be permitted in the roadbed after it has been graded to a uniform surface.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all work covered by this section.

During construction and until final acceptance, the Contractor shall shape the excavated surface to provide for the drainage of surface runoff along and throughout the length of the cut, shall construct temporary ditches, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

As much as practicable, the Contractor shall perform the work covered by this subsection and the construction of embankments in such a manner that cut and fill slopes will be completed to final slopes and grade in a continuous operation. The operation of removing excavation material from any cut and the placement of embankment in any fill shall be a continuous operation to completion unless otherwise permitted by the Engineer.

If grading operations are suspended for any reason whatsoever, partially completed cut and fill slopes shall be brought to the required slope and the work of seeding and mulching or other required erosion control operations shall be performed.

EMBANKMENT

The work covered by this subsection consists of placing in embankments, backfills, and earth berms, suitable material excavated as previously described by these specifications in conformity with the lines,

grades, and typical cross sections shown on the plans or established by the Engineer. It shall include the preparation of the areas upon which the embankment is to be constructed; the formation, compaction, stability, and maintenance of the embankment.

Before embankment construction is begun, all vegetation, debris, deleterious and unsuitable material shall be removed from the area within the limits of the embankment.

Embankment material and backfill material shall consist of clean, readily compactible earthen material with a maximum particle size of two (2) inches. Embankment material shall be free from debris, organic matter, frozen or deleterious material, and shall be approved for use by the Owner.

The embankment material shall be deposited and spread in successive, uniform, approximately horizontal layers of not more than eight (8) inches in depth, loose measurement, for the full width of the cross section, and shall be kept approximately level by the use of effective spreading equipment. Each layer of the embankment shall be thoroughly compacted as hereinafter specified. Hauling shall be distributed over the full width of the embankment, and in no case will deep ruts be allowed to form during the construction of the embankment. The embankment shall be properly drained at all times.

All embankment material shall be compacted as specified herein unless otherwise provided in the contract or directed by the Engineer. Compaction equipment used by the Contractor shall be adequate to produce the required compaction and produce a uniformly constructed embankment with all layers uniformly bound to all preceding layers.

The embankment material shall be compacted to at least 95% of the maximum dry density obtained by compacting a sample of the material in accordance with ASTM D-698, except for the upper one foot of subbase below pavement base, which shall be compacted to at least 100% of the maximum dry density obtained by compacting a sample in accordance with ASTM D-698. Embankment materials shall be compacted at a moisture content satisfactory to the Engineer, which shall be approximately that required to produce the maximum dry density. The Contractor shall dry or add moisture to the embankment material when required to provide a uniformly compacted and stable embankment.

Backfill materials placed around and over pipe culverts, box culverts, and arch culverts, and embankment materials placed around other structures, shall be clean select material. The material shall be placed and compacted in a manner, which will avoid unbalanced loading and will not produce undue stress on the structure. Such embankments shall be placed in loose layers not to exceed six (6) inches in depth and each layer shall be thoroughly compacted as hereinafter specified. All pipe culverts, box culverts, and arch culverts, after being backfilled as specified in this subsection, shall be protected by a three (3) foot cover of fill at any time that heavy hauling equipment is permitted to cross during construction of the roadway. Any damage or displacement to culverts or other structures due to the Contractor's operation shall be corrected or repaired by the Contractor prior to final acceptance at no cost to the Owner.

The Contractor shall be responsible during construction and until final acceptance for the maintenance of all embankments made under the contract.

During construction and until final acceptance, the Contractor shall construct temporary or permanent earth berms along the outer edges of the top surface of the embankment, construct temporary ditches, shape the embankment surface to provide for the drainage of surface runoff along and throughout the length of the

embankments, and use any other methods necessary to maintain the work covered by this section so that the work will not contribute to excessive soil erosion.

The contractor shall replace, at no cost to the Owner, any portion of embankments, which have become displaced or damaged due to carelessness or neglect on the part of the Contractor. Where the work has been properly constructed, completely drained, and properly maintained, and damage occurs due to natural causes, the Contractor will be paid at the contract unit price for the excavated material required to make necessary repairs to such damage. Measurements of quantities must be performed and approved prior to commencement of work.

All embankments shall be brought to the grade shown on the plans, or established by the Engineer, prior to final inspection and acceptance by the Engineer.

UNDERCUT EXCAVATION

The work covered by this subsection consists of the excavation, placement, and compaction and/or satisfactory disposal of materials removed from a location below the finished graded cross section.

When the Engineer determines that the natural soil materials are undesirable in their location or condition, the Engineer may require the Contractor to remove this undesirable material and backfill with approved material properly compacted.

Where undercutting is required adjacent to or beneath the location of a proposed drainage structure, undercut and backfill shall be done over a sufficient distance adjacent to the installation to prevent future operations from disturbing the completed drainage structure.

All materials removed in the work of undercut excavation will be classified by the Engineer as either suitable for use without excessive manipulation and utilized by the Contractor elsewhere in the work, or unsuitable for further use and disposed of by the Contractor as directed by the Engineer.

The Contractor shall conduct undercut operations in such a way that the Engineer can take the necessary measurements before any backfill is placed.

Backfill in undercut areas shall be placed as a continuous operation along with the undercutting operation. Backfill material shall not be placed in water unless otherwise permitted by the Engineer.

BORROW EXCAVATION

The work covered by this subsection consists of the excavation of approved material from borrow sources and the hauling and placing of this material as required on the plans or as directed by the Engineer. It shall also include the satisfactory disposal of any material from the borrow source which is not suitable for use. All work covered by this subsection shall be in accordance with Section 230 of the latest version of the *NC DOT Standard Specifications for Roads and Structures*.

PAYMENT

The earthwork will be 5% of the total sum of bid items in the bid form to include PSP-7 to PSP-30.
The earthwork will include all labor, materials, transportation, and incidentals required to perform the

work described within this section including, but not limited to, excavation, removal and disposal of undesirable material, backfilling with suitable material, constructing embankments necessary to achieve the grades indicated on the plans, and maintaining the work.

The earthwork for this contract will be paid out in the following:

1. 1st payment of 25% of the earthwork payment will be made when the contract starts
2. 2nd payment of 25% of the earthwork payment will be made when 25% of the total contract value is completed
3. 3rd payment of 25% of the earthwork payment will be made when 50% of the total contract value is completed
4. 4th and final payment of 25% of the earthwork payment will be made when 75% of the total contract value is completed
5. Total of 100% after 4 equal payments of 25% will complete this pay item.

PSP- 4 – EROSION CONTROL

Temporary and permanent erosion control measures shall be furnished, constructed, maintained, and removed in accordance with the current NCDOT standard specifications with the exception of Method of Measurement and Payment. Erosion control measures shall be provided for all land disturbing activities in accordance with the Contract Documents and/or an erosion control plan approved by the North Carolina Department of Environment and Natural Resources (NCDENR). Temporary measures shall be installed by the Contractor, then inspected by the Inspector for compliance prior to any land disturbing activity. The inspection and approval process shall be required on each phase of construction. All permanent erosion control measures shall be incorporated into the work at the earliest practical time. All temporary measures shall be maintained until the permanent measures have taken effect. Temporary and permanent measures shall be coordinated to provide effective and continuous erosion control throughout the construction and post-construction period to minimize siltation of streams, lakes, reservoirs, and other impoundments, ground surfaces, and other property. These measures shall remain in effect until final approval for removal is given by the Inspector and/or the NCDENR at which time the Contractor shall remove all temporary erosion control measures at no additional cost to the Owner.

The Contractor shall be familiar with the applicable provisions of the Sedimentation Pollution Control Act of 1973, General Statutes, Chapter 113A, Article 4. The Contractor shall be responsible for incorporating conservation procedures necessary to comply with this act in minimizing erosion and sediment pollution associated with the construction of this project as directed by the Engineer.

The Contractor shall be financially responsible for any and all fines that result from the Contractor's failure to install and/or maintain erosion control measures in accordance with the Contract Documents.

The Contractor shall check all erosion and sediment control measures for stability and operation following each rainfall event, and no less than once per week. The Contractor shall make any needed repairs immediately to maintain all control measures as designed.

The Contractor shall clean out all sediment trapping devices when the device reaches 50% trap capacity and shall dispose of the sediment by spreading on the site in a protected area or by hauling away if not suitable for fill at no additional cost to the Owner.

TEMPORARY MEASURES

Temporary Silt Fence shall be installed around inlets, at the toe of all fill slopes, and any other necessary locations as shown on the plans and as directed by the Engineer. Silt fence shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Inlet Protection shall be installed around inlets and any other necessary locations as shown on the plans and as directed by the Engineer. Inlet protection shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Diversion Ditches shall be installed at the top of cut and fill slopes and any other necessary locations as shown on the plans and as directed by the Engineer. Diversion ditches shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Tree Protection Fence shall be installed around the drip line of trees in the construction work area as shown on the plans and as directed by the Engineer. The tree protection fence shall be installed in such a manner that it prevents all construction activities from encroaching into the area inside the drip line of the tree. The material and installation specifications for the tree protection fence shall be approved for use by the Engineer prior to installation.

Construction Entrances shall be installed at all points of access to the construction site. Any access point, which does not have a construction entrance, shall be barricaded to prevent its use. Construction entrances shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Construction entrances shall be included in the unit bid price for "Mobilization."

Sediment and Filter Basins shall be installed at all points where accumulated runoff is released to natural drainage channels as shown on the plans and as directed by the Engineer. Sediment pits and filter basins shall be sized to hold 1800 cubic feet of sediment for every acre of denuded area tributary to the structure. Sediment and filter basins shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Catch Basin Risers/Filters shall be installed at proposed catch basin locations or at other necessary locations as shown on the plans and as directed by the Engineer. Catch basin risers/filters shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Check Dams shall be installed in ditches any and at other necessary locations as shown on the plans and as directed by the Engineer. Check dams shall be erected in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Matting for erosion control shall be jute matting or excelsior matting. Matting for erosion control shall not be dyed, bleached, or otherwise treated in a manner that will result in toxicity to vegetation.

Jute Matting: Jute matting shall be of a uniform open plain weave of single jute yarn, forty-eight (48) inches in width, plus or minus one (1) inch. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. There shall be 78 warp ends, plus or minus 2, per linear yard; and the weight shall average 1.22 pounds per linear yard of the matting with a tolerance of plus or minus 5 percent.

Excelsior Matting: Excelsior matting shall consist of a machine-produced mat of curled wood excelsior at least 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80% of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with a woven fabric of twisted paper cord or cotton cord, or with an extruded plastic mesh. The mesh size for either the fabric or plastic mesh shall be a minimum of 1" x 1" and a maximum of 1-1/2" x 3".

Wire Staples: Staples shall be machine-made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

The Erosion Control payment will be a lumps sum 3% of the total sum of bid items in the bid form to include PSP-7 to PSP-30. This will include all work covered by this section including, but not limited to, the labor, equipment, and materials for furnishing, installing, and removing all temporary erosion control measures indicated on the plans, and maintenance of the work throughout the life of the project as required by the Inspector.

The erosion control payment for this contract will be paid out in the following:

1. 1st payment of 25% of the erosion control payment will be made when the contract starts
2. 2nd payment of 25% of the erosion control payment will be made when 25% of the total contract value is completed
3. 3rd payment of 25% of the erosion control payment will be made when 50% of the total contract value is completed
4. 4th and final payment of 25% of the erosion control payment will be made when 75% of the total contract value is completed
5. Total of 100% after 4 equal payments of 25% will complete this pay item.

PSP- 5 – TEMPORARY TRAFFIC CONTROL

The work covered by this section consists of the furnishing, erecting, maintaining, relocating, and removing traffic control devices in accordance with the Contract as well as the following sections from the latest version of the *NCDOT Standard Specifications for Roads and Structures*, with the exception of the method of payment, or as directed by the Engineer:

| | |
|--------------|--|
| Section 1101 | Work Zone Traffic Control General Requirements |
| Section 1105 | Work Zone Traffic Control Devices |
| Section 1110 | Work Zone Signs |
| Section 1115 | Flashing Arrow Boards |
| Section 1130 | Drums |
| Section 1135 | Cones |
| Section 1145 | Barricades |
| Section 1150 | Flaggers |

The temporary traffic control will be 3% of the total sum of bid items in the bid form to include PSP-7 to PSP-30. This will include all work covered by these sections including furnishing, erecting, relocation, maintain, and removing any and/or all temporary traffic control devices.

The temporary traffic control for this contract will be paid out in the following:

1. 1st payment of 25% of the temporary traffic control payment will be made when the contract starts
2. 2nd payment of 25% of the temporary traffic control payment will be made when 25% of the total contract value is completed
3. 3rd payment of 25% of the temporary traffic control payment will be made when 50% of the total contract value is completed
4. 4th and final payment of 25% of the temporary traffic control payment will be made when 75% of the total contract value is completed
5. Total of 100% after 4 equal payments of 25% will complete this pay item.

PSP- 6 – THERMOPLASTIC PAVEMENT MARKINGS

All work associated with the furnishing, installing, and removing of pavement markings shall be performed in accordance with the Contract as well as the following sections of the *NCDOT Standard Specifications for Roads and Structures* with the exception of the method of payment, or as directed by the Engineer:

| | |
|--------------|---------------------------------------|
| Section 1205 | Pavement Marking General Requirements |
|--------------|---------------------------------------|

Pavement Markings will have an allowance of \$30,000.00 for this contract.

The contractor will provide pricing for thermoplastic pavement markings for each bus stop location associated with the assigned project work order issued by GoTriangle. The pricing provided by the contractor for each bus stop will be taken out of the allowance. The allowance will be used toward each project work order until the allowance is exhausted.

PSP- 7 – GRASS SOD/MULCH

Sod is to be placed in all disturbed areas within the construction limits as shown on the plans.

The Contractor shall substitute mulch for sod in areas as indicated on the plans to match existing site conditions. Mulch shall be placed at a minimum of 4" thick to match the existing conditions or as called for in the plans.

Lay sod as soon as possible after it has been harvested to prevent injury. Sod should be installed within 24 hours of delivery. While installing, take action as necessary to prevent heat buildup within the unlaed sod. Plan to unstack and unroll the sod if it cannot be laid within 48 hours. Soil should be moist (but not overly wet) before laying sod. Irrigating the soil several days before delivery is often adequate.

Start sodding from a straight edge (driveway or sidewalk) and butt strips together, staggering them in a brick-like pattern. Avoid stretching sod. Use a knife or sharp spade for trimming to fit irregularly shaped areas. Lay sod lengthwise across the face of slopes and peg or stake the pieces to prevent slippage. After the sod has been placed, roll the lawn to ensure good sod-to-soil contact.

Water sod immediately after installation. Soak sod thoroughly enough to penetrate soil below the newly installed sod to a minimum depth of two (2) inches. Contractor is responsible for insuring adequacy of water supply. The Contractor shall provide any necessary temporary means to properly water sod, including temporary pumps and sprinklers. Proper irrigation shall be required by the Contractor until the project has been inspected and is accepted by the Owner.

In some cases, sod can be laid in space planting "semi-checkerboard" fashion in order to lower costs. This method is described here assuming that the sod is cut into the standard 18 in. x 24 in. size. The first piece of sod is laid with the narrow side flush to a straight edge. This will start a row that is 24 in. wide. The next piece of sod is laid likewise but it is spaced 9 in. away and parallel to the first piece along the longer side. This is continued to make the first row. The next row is laid flush with the previous and in the same fashion except it laid offset by 9 inches, i.e. laid beginning at the centerline of the first piece of sod in the previous row. Subsequent rows are laid in this alternating pattern.

Upon completion of work, the Contractor shall remove from the site all equipment and other articles used. All excess soil, stone, and debris shall be removed and legally disposed of at no additional cost to the Owner. All work areas shall be left in a clean and neat condition. All damage to existing construction caused by landscaping operations shall be repaired to the satisfaction of the Owner at the Contractor's expense.

The Contractor will be responsible for watering grass for a two (2) week period after installation. The Contractor shall notify Engineer once grass is installed to start the two-week period. The Contractor is to

replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner.

| LAWN SEEDING | | | | |
|--|---|--------------------------|-----------------------------------|------------------------------|
| (Cool- and Warm-Season Grasses) | | | | |
| | Typical Planting Rate/1,000 sq. ft. | | | |
| Lawn Grass | Planting Dates¹ | Seeds² | Space Planting³ | Sprigging⁴ |
| Tall fescue | March 1 to Oct. 15 (Aug. 15 to Oct. 1 optimum) | 6 | - | - |
| Tall fescue/annual (winter) rye | Oct. 15 to March 1 | 6 fescue 1 rye | | |
| Bermudagrass(seed) | Apr. 1 to Aug. 15 | 1 to 2 | - | - |
| Bermudagrass (vegetative) | Apr. 15 to Aug. 30 | - | 5 ⁴ | 5 |
| Centipedegrass | March to July | 0.25 to 0.50 | 5 ⁴ | - |
| Zoysiagrass | April to July | - | 5 ⁴ | 5 |
| St. Augustinegrass | Apr. to July | - | 5 ⁴ | - |

Notes:

- ¹ Sod consisting of cool-season grasses can be installed anytime the ground is not frozen. Sod consisting of warm- season grasses can be installed as long as soil temperature exceeds 55° F. (typically April 15 to Oct. 1)
- ² Pounds of seed per 1,000 sq. ft.
- ³ Square yards of turf cut into 2-inch centers to plant 1,000 sq. ft.
- ⁴ Bushels of sprigs per 1,000 sq. ft. (1 sq. yd. of turf pulled apart is equivalent to 1 bushel of sprigs.)

Grass Sod/Mulch payment will be made at the unit price per square foot or as indicated in the itemized proposal of disturbed areas shown on the plans and as indicated on the itemized proposal including, but not limited to, all equipment, labor, materials, watering and incidentals to install and maintain the sod and mulch as directed.

Watering will be considered incidental to *Grass Sod/Mulch*. The Contractor is to replace any dead grass at the direction of the Engineer and water for an additional two weeks at no additional cost to the Owner. No direct payment will be made for areas outside of the construction limits shown on the plans that have been disturbed or damaged.

PSP- 8 – ASPHALT PAVEMENT REPAIR PATCH

Where it is necessary to open cut along or across streets with asphalt surfaces and where existing asphalt is disturbed by the removal of existing pavement or by the addition of proposed pavement, the pavement shall be replaced with seven (7) inches of Superpave – Asphalt Concrete Intermediate Course: Type I19.0C, and two (2) inches of Superpave – Asphalt Concrete Surface Course: Type S9.5C or as directed by the Engineer. The thickness of the replacement material shall be sufficient to provide a base and surface of equivalent strength to the undisturbed base and surface. The replaced pavement shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Asphalt Pavement Repair Patch payment will be made at the unit price per ton or as otherwise indicated on the itemized proposal of asphalt material required to repair disturbed asphalt. The unit price will include all pavement repairs, both temporary and permanent, furnishing, hauling, placing, and shaping the asphalt pavement to produce a uniform, smooth driving surface. No additional payments will be issued to repair pavement damaged by the Contractor outside of the limits of existing asphalt adjacent to removal and replacement of existing pavement or adjacent to the addition of new pavement.

PSP- 9 – ASPHALT PAVEMENT, 12”

All asphalt pavement will be installed in accordance to Sections 609 & 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* with the specified mix types and thicknesses as shown on the plans and typical sections. The pavement mixes shall meet all applicable material and installation specifications outlined in the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Contractor to provide NCDOT approved mix designs prior to paving.

Full Depth Asphalt Pavement, -“ will include all the mix types at the specified thicknesses for each layer to the total depth specified.

Full Depth Asphalt Pavement, -“ payment will be made at the unit price per square foot of the specified thicknesses and mix types installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

Var. Depth, (Mix Type) will be made at the unit price per square foot of the variable depth of the specified mix type installed and accepted or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt binder, and all other miscellaneous items needed to install the asphalt. See Section 610 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for full description of all items included.

PSP- 10 – MILLING ASPHALT PAVEMENT, -up to 3“ DEPTH

Milling Asphalt Pavement, -“ *Depth* will be completed in accordance to Section 607 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified depth and as shown on the plans.

Milling Asphalt Pavement , -“ *Depth* payment will be made at the unit price per square foot at the specified depth or as otherwise indicated in the itemized proposal and will include the labor, materials, and all other miscellaneous items needed to complete the milling. Removal of milled material from the site will be considered incidental.

PSP- 11 – -” CONCRETE SIDEWALK

-” *Concrete Sidewalk* will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* at the specified thickness and as shown on the plans with compacted subgrade.

-” *Concrete Sidewalk* payment will be made at the unit price per square foot at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, and all other miscellaneous items needed to construct the sidewalk.

PSP-12 6” CONCRETE PAD

The 6” concrete pad will be constructed per NCDOT section 848 and as shown in the detail sheets with 6” of compacted ABC stone underneath the pad with a minimum of 12” of stone around the perimeter of the pad. Woven wire fabric sheets shall be placed within the concrete pad per the detail and installed on chairs. The “6” Concrete Pad” line item shall include the labor, materials, woven wire, stone, and all other miscellaneous items needed to construct the pad. Payment will be made per the unit cost shown on the bid tabulation sheet.

PSP- 13 – -‘ –“ CURB & GUTTER

- ‘ -” *Curb & Gutter* will be constructed in accordance to Section 846 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*. Asphalt base course / ABC, as indicated on the plans, under the curb shall be installed per the current NCDOT standards and specifications at the thicknesses shown on the plans or as directed by the Engineer. Asphalt under the curb will extend behind the back of the proposed curb a minimum of 6” and ABC a minimum of 12”.

- ‘ -” *Curb & Gutter* payment will be made at the unit price per linear foot at the specified size or as otherwise indicated in the itemized proposal and will include the labor, materials, asphalt or stone base, and all other miscellaneous items needed to construct the curb & gutter. Payment for this item will not be made until complete, including backfilling, until inspected and accepted by the Owner.

PSP- 14 – -” X -” CONCRETE CURB

-” x -” *Concrete Curb* will be constructed per section 846 of the latest version of the *NCDOT Standard Specifications*.

-” x -” *Concrete Curb* payment will be made per linear foot or as otherwise indicated in the itemized proposal.

PSP- 15 – -” CONCRETE CURB ON PAD

Concrete Curb on Pad will be constructed in accordance to Section 848 of the *NCDOT Standard Specifications for Roads and Structures* and as shown on the plans on top of the proposed concrete pad or sidewalk sections. Heights of such curb may vary up to 12” measured from the top of the adjoining concrete pad or sidewalk section. Reinforcement steel “U”-bars shall be furnished and in accordance with Section 1070 of the *NCDOT Standard Specifications for Roads and Structures* and spaced as shown on the details or as directed by the Engineer.

Concrete Curb on Pad payment will be made at the unit price per linear foot measured along the top, back of curb approved by the Engineer or as otherwise indicated in the itemized proposal and will include the labor, materials, reinforcement steel, and all other miscellaneous items needed to construct and install the curb to proposed concrete. No variance in payment will be made based on variable height of curbs shown on the plans up to 12” tall.

PSP- 16 – -” MONOLITHIC CONCRETE ISLANDS

-” *Monolithic Concrete Islands* will be constructed in accordance to Section 852 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

-” *Monolithic Concrete Islands* payment will be made at the unit price per square foot at the specified thickness or as otherwise indicated in the itemized proposal and will include the labor, materials, compaction of subgrade, and all other miscellaneous items needed to construct the island.

PSP- 17 – RETROFIT CURB RAMP

Retrofit Curb Ramp will be completed in accordance with Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Retrofit Curb Ramp payment will be made in accordance with Section 848-4 (see “Retrofit Existing Curb Ramps”) of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

PSP- 18 – CONCRETE CURB RAMPS

Concrete Curb Ramps will be constructed in accordance to Section 848 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Concrete Curb Ramps payment will be made at the unit price per each curb ramp satisfactorily installed or as otherwise indicated in the itemized proposal and will include the labor, materials, excavation and backfilling, sawing the existing sidewalk or driveway, furnishing and placing concrete, curb and gutter, constructing and sealing joints and furnishing and installing truncated domes, and all other miscellaneous items needed to construct the curb ramp. Pay limits for ramps will be as specified on the details provided in the plans.

PSP- 19 – BRICK PAVERS

Furnish and install brick pavers as shown in the plans, in accordance with the detail in the plans or as directed by the Engineer.

Brick Pavers payment will be made at the unit price per square feet or as indicated on the itemized proposal and will include the labor, materials, concrete, and all other miscellaneous items needed to construct the brick pavers.

PSP- 20 – INSTALL BUS SHELTER AND AMENITIES

The Owner has purchased all amenities (shelters, benches, trash cans, bike racks, etc.) to be used for this project unless otherwise noted in the plans or contract documents. The Contractor will pick-up, transport, and install amenities at each site as called out on the plans. The amenities will be located on the Owner's property at the GoDurham Maintenance Facility at 1905 Fay Street Durham, NC 27701. The Contractor will sign for amenities prior to leaving the Owner's storage facility indicating the condition of the amenities. The contractor will also be responsible for hauling away and disposing of any crates or pallet/packing materials off-site in a legal manner. Amenities will be assembled and installed per manufacturer's recommendations using anchoring system. The Contractor shall provide anchor units to install amenities on concrete per manufacturer's requirements. The Contractor will coordinate all efforts with the Owner. The Contractor will be responsible for any damages to amenities once they leave the Owner's storage facility. The Contractor is to keep the storage facility clean at all times.

Install Bus Shelter and Amenities payment will be made at the unit price per each bus shelter to be installed or as otherwise indicated on the itemized proposal and shall include all transportation, assembly, installation and incidentals required to install the shelter, bench, and other amenities (trash cans, charging stations, etc.) as shown on the plans.

Trash cans installed at sites with no other amenity will be considered incidental to the overall contract.

Streetscape Benches are excluded from the inventory of amenities purchased by the Owner.

PSP- 21 – INSTALL SIMME SEAT

The Contractor shall be responsible for installing the Simme Seat provided by GoTriangle. The contractor is to coordinate and pick up the Simme Seat from the GoTriangle Lane Street Warehouse with the project inspector. The Contractor shall install per the manufacturer's recommendation and requirements.

Install Simme Seat payment will be made at the unit price per each simme seat installed or as otherwise indicated on the itemized proposal and shall include all transportation, assembly, coordination with Owner, installation and incidentals required to install the bike racks as shown on the plans.

PSP- 22 – INSTALL BIKE RACKS

The Contractor shall be responsible for installing the bike racks as shown on the plans. The bike racks are to be assembled and installed per manufacturer's recommendations. The Contractor shall provide required anchor units to install the bike rack on concrete per manufacturer's requirements. The Contractor shall coordinate the color and style of the bike racks with the Owner prior to furnishing the bike racks for installation.

Install Bike Racks payment will be made at the unit price per each bike rack installed or as otherwise indicated on the itemized proposal and shall include all furnishing, transportation, assembly, coordination with Owner, installation and incidentals required to install the bike racks as shown on the plans.

PSP- 23 – STREETSCAPE BENCH

GoTriangle is to provide the streetscape bench and the contractor is to install streetscape bench as shown in the plans, in accordance with the detail in the plans or as directed by the Engineer. Streetscape Bench shall be: DuMor Model: 92-60-3AR, Black Polyester Powder Coating; Surface Mount; Middle Arm Rest; or approved equal, equal must conform to City of Durham streetscape standards.

Streetscape Bench payment will be made per each or as otherwise indicated on the itemized proposal.

PSP- 24 – RELOCATE SIGN

Contractor to relocate existing signs and posts. Existing signs will be salvaged from the old post and installed on the new post, as applicable. Existing signs shall be stockpiled in a manner to prevent damage to sign sheeting. Contractor shall inventory these signs by street name, location, and sign message and provide inventory to Engineer prior to removal. Install all signs 7'-0" from the base of the sign to ground elevation where sign is shown on the plan sheets. Any other relocated signs are to be installed at the same height as the original condition.

Any backfilling, compaction, concrete, brick work, or joint sealer required to remove the existing post hole is to be considered incidental to the relocation of the sign.

Relocate Sign payment will be made at the unit price per each to include all equipment, labor, materials and incidentals to install the sign post and sign as indicated here in and shown on the plan sheets. The Contractor will be responsible for all costs to replace existing signs if damaged during removal or installation.

PSP- 25 – PERMANENT SIGNAGE

Furnish signs with messages as shown on the plans or as directed by the Engineer and that meet the requirements of Section 901 of the latest version of the *NCDOT Standard Specifications for Roads and Structures* and the *Manual on Uniform Traffic Control Devices (MUTCD)*. Conform to the message layout, size, and color as required by the plans or as directed by the Engineer. Use prismatic retroreflective sheeting that meets the minimum retro-reflectivity values found in the latest edition of the *MUTCD*.

Permanent signage shall be installed in accordance with the latest version of the *NCDOT Standard Specifications for Roads and Structures*, *NCDOT Roadway Standard Drawings*, and the *MUTCD*. Signs provided for pedestrian and school crossings and zones shall use the strong yellow-green coloring rather than the traditional yellow of warning signs. Prismatic sheeting shall be a micro-prismatic lens reflective sheeting, classified using ASTM D4956-04. Shheeting types to be used are ASTM Type III, IV, and VI-X.

Permanent Signage shall be considered full compensation for all equipment, materials, labor, fabrication, footings, supports, hardware, and incidentals for work associated with the installation of new permanent traffic signage at locations as shown on the plans.

Contractor shall submit a sample sign type or detailed submittal for approval by the Engineer prior to ordering the sign.

Use 3lb galvanized steel U-channel sign posts or steel square tube posts, as directed by the Engineer, of sufficient length to permit the appropriate sign mounting height. New sign post installations and locations with Pole Security lights shall be smooth wall or “Telespar Qwik-Punch” with knockouts square tube signs All sign posts used shall meet the requirements of Section 1094 of the latest version of the NCDOT Standard Specification for Roads and Structures.

Permanent Signage payments will be made at the unit price per square foot or as otherwise indicated in the itemized proposal and will include, but is not limited to, signage fabrication and installation, including 3 lb. galvanized steel U-channel posts, bolts, fabrication, machine work and any incidentals required to install the traffic signage.

PSP- 26 – ADJUST MANHOLE

Adjust Manhole will be constructed to adjust the existing manhole vertically using the appropriate materials so that it is flush with the proposed surface. The Contractor's attention is directed to Article 858-3 of the latest version of the latest version of the *NCDOT Standard Specifications for Roads and Structures* for applicable construction methods.

Adjust Manhole payment will be made per manhole satisfactorily adjusted. Such price includes, but is not limited to, removal of a portion of the existing structure, materials, labor, equipment, coordination, and tools necessary to complete the work. Existing covers are to be salvaged and reused in the adjustment. Any coordination with the owner of the utility is to be done by the contractor in accordance with PSP- 37 of this section and is to be considered incidental to the contract.

PSP- 27 – REMOVE AND REPLACE CONCRETE SIDEWALK

Remove and Replace Concrete Sidewalk is to include all demolition/removal, sawcutting, subgrade preparation, concrete, labor and materials associated to successfully remove and replace sidewalk at 4” thick in locations to be determined by the Owner.

Payment for *Remove and Replace Concrete Sidewalk* will be per SF or as indicated in the itemized proposal.

PSP- 28 – AGGREGATE BASE COURSE

Aggregate Base Course will be installed in accordance to Section 520 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

Aggregate Base Course payment will be made in accordance with Section 520-11 of the latest version of the *NCDOT Standard Specifications for Roads and Structures*.

PSP- 29 – BOLLARDS

The Contractor will provide steel pipe bollards including all incidental work required to completely install bollards as called for and detailed on the plans. The pipe bollard shall be 4” diameter steel post, schedule 40, with steel plate top, hot dipped galvanized and painted with two coats of industrial enamel paint “safety yellow”. The pipe bollard will be installed in a concrete footing as detailed on the plans. Any damage to the paint surface will be sanded and repainted in the field at no additional cost.

Bollards payment will be made at the unit price per each and will include all equipment, labor and materials to install the bollards as detailed in the plan sheets.

PSP- 30 – INSTALL BUS STOP SECURITY LIGHTING SYSTEM

GoTriangle is to provide the bus stop security lighting system and the contractor is to security lighting system as shown in the plans, in accordance with the detail in the plans or as directed by the Engineer.

Bus stop security lighting system payment will be made per each or as otherwise indicated on the itemized proposal.

PSP- 31 – SURVEY CONSTRUCTION STAKES

Survey CADD files will be provided to the Contractor at their request for use in staking the construction layout, right-of-way or easements on proposed improvements. The Contractor will be responsible for any staking and this work will be considered incidental to the contract.

PSP- 32 – MATERIALS SAMPLING & TESTING

The Contractor is responsible for the quality control of his/her work including but not limited to compaction of subgrade, compaction of aggregate base course, strength of concrete, etc. The Owner may use an independent testing laboratory to test areas found to be noncompliant. The Contractor will be responsible for all repair and replacement costs including retesting costs for areas found to be noncompliant.

PSP- 33 – CLEARING AND GRUBBING

The Contractor shall furnish all labor, equipment, materials, tools, etc. and shall perform all clearing and grubbing of trees, down timber, logs, snags, brush undergrowth, heavy growth of grass or weeds, debris, and rubbish, etc. All such material shall be disposed of by burning (when permitted), suitable removal from the site, or other means acceptable to the Engineer.

The width of clearing for the project shall be limited to the right of way and/or temporary and permanent easements as noted on the drawings. The entire width of the permanent easement is to be cleared unless otherwise indicated by clearing limits noted on the drawings. Clearing and grubbing shall be conducted in

a manner to prevent damage to vegetation that is intended to remain growing and also to prevent damage to adjacent property.

The Engineer will designate all areas of growth or individual trees inside the clearing limits, which are to be preserved due to their desirability. The trees to be preserved will be shown in the Contract Documents or designated by the Engineer.

All spoil materials that are removed by clearing and grubbing operations shall be adequately disposed of, removed from the site or burned if permitted by the appropriate authorities. The contractor shall be responsible for controlling fires in compliance with all Federal, State or local laws.

All work performed under this section shall cause a minimum of erosion and sediment pollution as outlined in this contract. Installation of temporary or permanent erosion control measures shall occur immediately after clearing and grubbing operations have begun or as directed by the Engineer.

No direct payment will be made for this work, as the cost of this work is being paid for at the contract lump sum price for *Demolition*.

PSP- 34 – SHOULDER AND FILL SLOPE MATERIAL (LUMP SUM EARTHWORK)

Perform the required shoulder and slope construction for this project in accordance with the applicable requirements of Section 226 of the Standard Specifications except as follows:

Construct the top 6 inches of shoulder and fill slopes with soils capable of supporting vegetation.

Provide soil with a P.I. greater than 6 and less than 25 and with a pH ranging from 5.5 to 6.8. Remove stones and other foreign material 2 inches or larger in diameter. All soil is subject to test and acceptance or rejection by the Engineer.

Obtain material from approved borrow site. The Contractor is responsible for any erosion control requirements of off-site borrow sites.

No direct payment will be made for this work, as the cost of this work will be considered to be covered under the contract lump sum price for *Earthwork*.

PSP- 35 – BURNING RESTRICTIONS

Open burning is not permitted on any portion of the limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

PSP- 36 – COORDINATION WITH UTILITY COMPANIES

Utilities as shown on the plans are intended to represent general locations only. It shall be the responsibility of the Contractor, prior to construction, to contact appropriate utility owners and precisely locate utilities that could be affected by the proposed construction. If the utility belongs to the Owner, the Contractor shall dig sample holes to uncover the utility. The digging of sample holes shall be coordinated with the Engineer who will determine the number of such holes and will schedule the Owner to locate utility vertical and horizontal locations. There is no line item to pay for digging work. Work is considered incidental to other pay items.

The Contractor shall be responsible for repair of any damage to the utility as well as any other damage may be caused due to the disturbance of the Utility. The Contractor will not be permitted to submit any claims for delays caused by utility relocation and proposed utility construction.

The Contractor shall be responsible for coordinating concurrent construction directly with utility owner representatives. Coordination efforts and concurrent construction conflicts will be addressed and discussed during the pre-construction meeting. The Owner, at the time of pre-construction conference, will provide names, addresses and telephone numbers of private utility owner representatives.

All underground utilities may not have been identified. The Contractor shall call North Carolina One Call to identify underground utilities before starting any digging and/or excavation operation.

The Contractor shall be responsible for field verifying heights and locations of power lines and will be required to maintain the distance from the power lines in accordance with local, State and Federal Safety regulations.

PSP- 37 – NCDOT ERRATA

Revise the *NCDOT 2018 Standard Specifications* as follows:

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Division 7

Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4, replace article number “725-1” with “724-4”.

Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10, replace article number “725-1” with “725-3”.

Division 10

Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2, replace “Table 6^D” with “Table 7^D” and **Permittivity, Type 3^B,** replace “Table 7^D” with “Table 8^D”.

Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1, replace article number “1080-50” with “1080-10”.

Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5, replace article number “1080-61” with “1080-11”.

Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22, replace article number “1080-72” with “1080-12”.

Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25, replace article number “1080-83” with “1080-13”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

END OF SECTION

SECTION 3. BID REQUIREMENTS

3.1 INFORMATION REQUIRED FROM THE CONTRACTOR

Contractor's submission must include all of the following:

- 3.1.1** Signed and completed Bid Form (Attachment A)
- 3.1.2** Signed and completed Price Sheet (Attachment B) in **sealed envelope**
- 3.1.3** A 5% bid bond or certified check must accompany your Bid if Bid price is over \$100,000.00.
- 3.1.4** **Project Personnel:** Identify key Construction Project Manager.
- 3.1.5** **Key Point of Contact:** List main point of contact and/or Project Manager.
- 3.1.6** **Schedule and Work Plan:** Develop a Project Management schedule that shall include all of the construction work activities. Indicate the time-frame for accomplishing the work.
- 3.1.7** **Subcontractors:** Provide a listing of the subcontractors' names, address and role in this contract.
- 3.1.8** Copy of State of North Carolina General Contractor's License
- 3.1.9** Proof of insurance as required and listed in (Attachment C)
- 3.1.10** E-Verify (Attachment D)
- 3.1.11** Contractor's Statement of Sales/Use Tax (Attachment E)
- 3.1.12** Iran Divestment Certificate (Attachment F)
- 3.1.13** Companies Boycotting Israel Divestment Act Certificate Form (Attachment G)
- 3.1.14** Certificate Regarding Conflict of Interest (Attachment H)
- 3.1.15** Non-Collusion (Attachment I)
- 3.1.16** M/WBE Forms (Attachment J)
- 3.1.17** Davis – Bacon Rates (Attachment K)
- 3.1.18** Federal Clauses (Attachment L)
- 3.1.19** Responsive Checklist (Attachment M)
- 3.1.20** *Contractor shall provide within 5 calendar days from notice of award the following bonds if Bid price is over \$100,000.00:*
 - Time and Material Payment Bond – 100% of the contract price
 - Performance Bond – 100% of contract price

3.2 GENERAL BID REQUIREMENTS

For a Bid to be considered, all documents required by this IFB must be submitted in the specified format. The Bid submission should follow the format and order set forth in Section 3.1 above. Submit one (1) original and three (3) additional copies of the Bid, and one USB Flash Drive. All Bids become the property of GoTriangle. GoTriangle will not photocopy your Bid documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your Bid. GoTriangle will receive Bids only by personal delivery, courier/delivery service, or regular mail. Bids submitted by facsimile or email will not be accepted. **Bids will be received until 10:00 a.m. and opened at 11:00 a.m. by way of Microsoft Teams:**

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 249 553 077 973

Passcode: 8qV69cj9

Dial in by phone

[+1 252-210-4099,,687424096#](#) United States, Rocky Mount

[Find a local number](#)

Phone conference ID: 687 424 096#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

The Bid must be submitted to Mr. William Bryant, Procurement Administrator by the time and date indicated above, marked “**IFB 25-011-On-Call Construction FY25 (B)**”.

Please acknowledge receipt of any addendum received on bid form.

Please note the different remit to addresses below, if Contractor chooses to send the Bid by personal delivery, courier/delivery service, or by US mail:

| |
|---|
| Delivered By Personal Delivery or Courier/Delivery Service |
| GoTriangle 4600 Emperor Blvd, Suite 100 Durham, NC 27703 |

NO BIDS RECEIVED AFTER THE DATE AND HOUR SET FORTH BELOW WILL BE ACCEPTED OR CONSIDERED. BIDS SENT BY U.S. MAIL THAT ARE NOT RECEIVED IN HAND BY GOTRIANGLE BY THE DEADLINE SET FORTH BELOW WILL NOT BE CONSIDERED.

There will be a public bid opening (via Microsoft Teams at 11:00 a.m.). IFBs are being solicited under the GoTriangle purchasing policy for “Informal Bids”. “Informal Bids” are kept confidential until a Contract has been awarded. There is no expressed or implied obligation for GoTriangle to reimburse Contractors for any expenses incurred in preparing Bids in response to this IFB

The awarding of the Contract, if awarded, will be made by GoTriangle as soon thereafter as practicable. Contractors not chosen will be notified in electronic correspondence. The Bid Form should be signed by a responsible representative of the company submitting the Bid. Bid Forms that are not signed will not be considered.

3.3 CHANGES TO IFB DOCUMENT(ADDENDA)

Any changes to this IFB document will be made by written addenda issued by GoTriangle. Upon issuance, the addenda will be considered part of the IFB document and will prevail over inconsistent or conflicting provisions contained in the original IFB document. Addenda will be sent electronically via email from the Procurement Administrator. This process will be repeated each time an addendum is posted to the GoTriangle website.

A valid e-mail address must be provided upon requesting the IFB documents in order for GoTriangle to notify Contractors of the availability of addenda. GoTriangle will not be responsible for Contractors failing to receive notification of the availability of addenda if an invalid e-mail address or no e-mail address was provided to GoTriangle.

Contractors shall acknowledge their receipt of all addenda in Bid Form (Attachment B) submitted with their Bid submission. As with other required documentation, Bids that fail to provide a detailed listing of addenda received may be excluded from further consideration for this solicitation.

A revised due date of Contractor’s Bid (if applicable) shall be stated in each addendum. If you have received this solicitation from a source other than the GoTriangle, it is the Contractor’s responsibility to ensure that all addenda have been received.

3.4 QUESTIONS

Any questions regarding this IFB should be directed to William Bryant, Interim Procurement Manager. All questions must be submitted in writing before 4:00 p.m. EST January 28, 2025, Questions will be emailed only to William Bryant at wbryant@gotriangle.org. Responses to questions will be posted on the GoTriangle's website (<https://gotriangle.org/invitation-bids-ifb>) by 5:00 p.m. EST on February 03, 2025. All Contractors that have requested previously IFB documents from the GoTriangle website shall be notified of responses via e-mail.

3.5 BID OPENING

GoTriangle Procurement Administrator will open the bids in the presence of bidders' designated representatives who choose to attend, at the time, date and location stipulated in the Bidding Document. The bidders' representatives who are present, shall sign a register evidencing their attendance. Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. The Employer shall prepare minutes of the bid opening including the information disclosed to those present.

3.6 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

Information relating to examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons, not initially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the processing of bids or award decisions may result in the rejection of the bidder's bid.

A substantially responsive bid is one that conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the work and which limits in any substantial way. Inconsistent with the bidding documents, GoTriangle's rights or the bidder's obligations under the contract, or whose Rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

If a bid is not substantially responsive, it will be rejected by GoTriangle and may not subsequently be made responsive by correction or withdrawal and the non-conforming deviations or reservations.

SECTION 4. AWARD CRITERIA

4.1 SELECTION

Bids will first be reviewed for responsiveness and inclusion of the components specified in **Section 3** for this IFB document. The absence of any required information may result in exclusion from further analysis.

GoTriangle will make the award to the lowest responsive responsible Contractor whose Bid is most advantageous to the GoTriangle.

GoTriangle may waive any irregularities in any Bid that does not prejudice other Contractors. GoTriangle further reserves the right to negotiate when bids exceed budget amount.

4.2 SELECTION PROCESS PROTEST PROCEDURES

Protests made with respect to this IFB shall be submitted to the CEO not later than five (5) business days after the recommendation of award has been announced. The CEO shall provide a written response within but not later than five (5) business days after receiving such protest. GoTriangle's written response and disposition of protest findings shall be deemed final. GoTriangle's CEO shall report all such protests to the Board of Trustees prior to a Contract award.

Any and all protests filed with GoTriangle CEO shall be submitted in writing and:

- a) Include the name and address of the protester.
- b) Identify the procurement by solicitation number and then the current deadline date for receipt of Bids.
- c) Contain a statement of the legal and factual grounds for the protest and any supporting documentation. The grounds for the protest must be fully supported.
- d) Indicate the ruling or relief that protester desires from GoTriangle.

Violations of federal law or regulations will be handled by the complaint process stated within that law or regulation. Violations of state or local law or regulations will be under the jurisdiction of state or local authorities.

4.3 ACCEPTANCE OR REJECTION OF BIDS

Failure to respond to any of the requirements outlined in either the Invitation for Bids or the Bid Form or a failure to enclose or submit any of the required documents may disqualify the Contractor's Bid submission.

GoTriangle has the sole right to select the successful Contractor for award; to reject any and all IFBs and to re-solicit for new IFBs.

IFBs shall be submitted to GoTriangle on the most favorable of terms possible from the standpoint of cost, quality, delivery date and technical capability. No Contractor shall have any cause of action against GoTriangle arising out of the methods by which IFBs are assessed. The selection of the successful Contractor shall be at the sole discretion of GoTriangle.

Submission of a Bid indicates acceptance by the Contractor of the conditions contained in this IFB unless clearly and specifically noted in the Bid submitted and confirmed in the Contract between GoTriangle and the selected Contractor.

4.4 SCHEDULE OF EVENTS

| <i>DATE</i> | <i>IFB N0: 25-011 On-Call Construction FY25 B</i> |
|--------------------------|--|
| January 21, 2025 | IFB distributed and posted to GoTriangle website |
| January 28, 2025 | Non-Mandatory Pre-Proposal Conference via teleconference |
| January 31, 2025 | Inquires must be received in writing by (e-mail Only) to Procurement@gotriangle.org. |
| February 03, 2025 | Responses to all questions received will be posted on the GoTriangle website. All firms that have previously registered and downloaded the IFB documents from the GoTriangle website will be notified of responses via e-mail. |
| February 18, 2025 | Bids are due. There will be a public bid opening by way Microsoft Teams at 11:00 am. |
| February 21, 2025 | Bids Evaluated |
| TBD, 2024 | Review and Selection Committee recommends award to the CEO & President |
| TBD, 2024 | Issue Notice of Intent to Award |
| TBD | GoTriangle Board of Trustees authorizes the CEO to execute contract with the recommended Submitter. |
| TBD | Enter into Contract with Awarded Firm |

SECTION 5. GENERAL BID CONDITIONS

5.1 NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this IFB, all Contractors are hereby specifically advised that this IFB is a form solicitation for Bids only, and is not intended and it not to be constructed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule of regulation.

5.2 METHOD OF RESPONSE

Responses to this IFB shall be made according to the scope of work and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any Bid.

5.3 ACCEPTANCE OF TERMS AND CONDITIONS

Contractors understand and agree that submission of a Bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this IFB, except as otherwise specified in the Bid. Any and all parts of the submitted Bids may become part of any subsequent Agreement between the selected Contractor and GoTriangle.

5.4 FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a Bid may be sufficient cause for rejection of the Bid. The evaluation and determination of the fulfillment of the above requirement will be GoTriangle's responsibility and its judgment shall be final.

5.5 CLEAR AND CONCISE SUBMISSION

Bids shall provide a straightforward, concise delineation of the Contractor's capability to satisfy the requirements of the IFB. Each Bid shall be submitted in the requested format and provide all required information. **Each Bid shall be signed in ink by a duly authorized officer of the company.**

5.6 PRIME CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all requested deliverables as indicated in Section 2 regardless of who produces them. Further, GoTriangle will consider the selected Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Contractor and/or subcontractor shall give a copy of their State of North Carolina Contractor License and permits from governmental agencies as required upon notification of award. The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the Prime Contractor receives from GoTriangle. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. The clause applies to both DBE and non-DBE subcontracts.

Retainage:

The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the Subcontractors work is satisfactory completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of GoTriangle. This clause applies to both DBE and non-DBE subcontracts.

SECTION 6. ATTACHMENTS

PLEASE REFER TO THE FOLLOWING ATTACHMENTS:

Attachment A – Vendor Information Form

Attachment B – Bid Price Form

Attachment C – Minimum Insurance Requirement

Attachment D – E-Verify Form

Attachment E – Contractor’s Statement of Sales/Use Tax

Attachment F – Iran Divestment Act Certificate

Attachment G – Companies Boycotting Israel Divestment ACT Certification Form

Attachment H – Certificate Regarding Conflict of Interest

Attachment I – Non-Collusion

Attachment J – Davis-Bacon Rate Forms

Attachment K – RFP Responses Checklist

Attachment – Bid Exhibit Documents

Attachment-A

SUBMITTAL FORM PROPOSER INFORMATION AND SIGNATURE

Firm's Legal Name/Address: _____ Date Prepared: _____

Date Firm Established: _____

Principal to Contact/Title: _____

Business Telephone: _____

Business Email: _____

Is this address the: Main Office Regional Office Branch Office Other _____

Former Firm Name(s), if any. Year Established Name/Address/Telephone of Parent Company, if any

| | | |
|--|--|--|
| | | |
| | | |

Corporate Structure:

Sole Proprietorship Corporation Joint Venture
 Parent Company Partnership Other (specify): _____

Other offices of the firm:

City/State Telephone No. No. of personnel Identify home office with *

1. State of Incorporation: _____
2. State of North Carolina Registration #: _____
3. Federal Tax Identification #: _____
4. Acknowledge Addendum(a) by specifying Addendum(a) in spaces provided: _____

Certification

The undersigned prime proposer certifies that, to the best of his/her knowledge, the information presented in this Request for Proposals is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime proposer further certifies that it knows of no personal and/or organizational conflict of interest prohibited under federal, state, and local law.

I certify (or declare) under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct.

Name: _____

Signature: _____

Title: _____

Date: _____

Place: _____

(City and State)

END OF FORM

| BID TAB ON CALL BUS STOP CONSTRUCTION FY25 CONTRACT B | | | | | | |
|--|---|------|----------|--------------------------------------|-------------|--|
| GoTriangle Bus Stop Improvements | | | | | | |
| Addition of bus stop and site amenities to bus stop locations generally consisting of grading, concrete pads and sidewalks, installing amenities, and other related items. | | | | | | |
| Item No. | Item Description | Unit | Quantity | Unit Bid Price | Amount Bid | |
| PSP-1 | MOBILIZATION/TRAVEL TIME | LS | 1 | \$0.00 | | |
| PSP-2 | DEMOLITION | LS | 1 | \$0.00 | | |
| PSP-3 | EARTHWORK | LS | 1 | \$0.00 | | |
| PSP-4 | EROSION CONTROL | LS | 1 | \$0.00 | | |
| PSP-5 | TRAFFIC CONTROL | LS | 1 | \$0.00 | | |
| PSP-6 | THERMOPLASTIC & PAINT PAVEMENT MARKINGS | ALL | 1 | \$30,000.00 | \$30,000.00 | |
| PSP-7 | GRASS SOD / MULCH | SF | 200 | | | |
| PSP-8 | ASPHALT PAVEMENT REPAIR | TON | 20 | | | |
| PSP-9 | FULL DEPTH ASPHALT PAVEMENT, 12" | SF | 200 | | | |
| PSP-9 | VAR. DEPTH, S9.5C | SF | 300 | | | |
| PSP-10 | MILLING ASPHALT PAVEMENT, UP TO 3" | SF | 500 | | | |
| PSP-11 | 4" SIDEWALK | SF | 1000 | | | |
| PSP-11 | 6" SIDEWALK | SF | 1000 | | | |
| PSP-12 | 6" CONCRETE PAD | SF | 2500 | | | |
| PSP-13 | 2'-6" CURB & GUTTER | LF | 500 | | | |
| PSP-14 | 6' x 12" CURB & GUTTER | LF | 300 | | | |
| PSP-15 | CONCRETE CURB ON CONCRETE PAD | LF | 100 | | | |
| PSP-16 | 5" MONOLITHIC CONCRETE PAD | SF | 100 | | | |
| PSP-17 | RETROFIT CURB RAMP | EA | 10 | | | |
| PSP-18 | CONCRETE CURB RAMP | EA | 5 | | | |
| PSP-19 | BRICK PAVERS | SF | 100 | | | |
| PSP-20 | INSTALL SHELTER | EA | 10 | | | |
| PSP-21 | INSTALL SIMME SEAT | EA | 10 | | | |
| PSP-22 | INSTALL BIKE RACK | EA | 10 | | | |
| PSP-23 | INSTALL STREETSCAPE BENCH | EA | 10 | | | |
| PSP-24 | RELOCATE SIGN | EA | 10 | | | |
| PSP-25 | PERMANENT SIGNAGE | SF | 150 | | | |
| PSP-26 | ADJUST MANHOLE | EA | 5 | | | |
| PSP-27 | REMOVE AND REPLACE CONCRETE SIDEWALK | SF | 500 | | | |
| PSP-28 | AGGREGATE BASE COURSE | TN | 20 | | | |
| PSP-29 | BOLLARDS | EA | 10 | | | |
| PSP-30 | INSTALL BUS STOP SECURITY LIGHTING SYSTEM | EA | 10 | | | |
| | | | | SUBTOTAL #1 | | |
| | | | | 5% CONTINGENCY OF SUBTOTAL #1 | | |
| | | | | TOTAL #1 | | |
| | | | | SAY (TOTAL #1) | | |

Attachment C to GoTriangle Contract No. 25-011
Minimum Insurance Requirements

1. Definitions. "Contractor" as used in this Exhibit shall mean: _____ "GoTriangle" as used in this Exhibit shall mean the Research Triangle Regional Public Transportation Authority dba GoTriangle. "Contract" as used in this Exhibit shall mean the agreement or contract to which this Exhibit is attached.
2. General Terms. Contractor shall secure and maintain at its own expense each type of insurance, with the applicable minimum coverage limits, as specified in this Exhibit. Contractor shall secure the required insurance policies prior to performing any work, activity, or service under this Contract. Contractor shall maintain such policies throughout the term of this Contract, unless a longer period is required pursuant to the provisions herein. Any insurance carried by Contractor is primary insurance and shall not be considered contributory with any insurance carried by GoTriangle. In the event that any portion of Contractor's obligations under this Contract are subcontracted by Contractor, then Contractor shall require each subcontractor to secure and maintain insurance satisfying the requirements of this Exhibit, or in the alternative, Contractor may secure and maintain the insurance on the subcontractor's behalf. The insurance requirements set forth in this Exhibit do not modify or otherwise relieve Contractor of Contractor's other obligations as stated elsewhere in this Contract.
3. Commercial General Liability. Contractor shall secure and maintain occurrence-form Commercial General Liability insurance, including coverage for premises and operations, products and completed operations, independent contractors, personal injury and blanket contractual liability, with limits of not less than: General Aggregate (\$2 million); Products and Completed Operations Aggregate (\$2 million); Personal and Advertising Injury Aggregate (\$1 million); and Each Occurrence (\$1 million). Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
4. Worker's Compensation and Employer's Liability. Contractor shall secure and maintain Worker's Compensation insurance complying with North Carolina statutory requirements covering all employees and owners, and including Employer's Liability coverage with limits of not less than \$1 million per accident, \$1 million disease per policy limit, and \$1 million disease per employee limit. Coverage shall extend to all states in which operations are conducted.
5. Automobile Liability. Contractor shall secure and maintain Automobile Liability insurance with a limit of not less than \$1 million combined single limit. Such insurance shall include coverage for all owned, hired, and non-owned motorized vehicles both on and off the project site. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
6. Umbrella/Excess Liability. Contractor shall secure and maintain Umbrella or Excess Liability insurance on a "following form" basis with a limit of not less than \$1 million providing excess coverage over and above Contractor's primary insurance for Commercial General Liability, Automobile Liability, and Employer's Liability. Such insurance shall be primary and non-contributory with any insurance carried by GoTriangle.
7. Professional Liability. Contractor shall secure and maintain Professional Liability insurance providing coverage for errors or omissions committed in the course of Contractor's performance under this Contract. The coverage shall be maintained during the term of this Contract and for at least 3 years

following completion of Contractor's performance. The policy shall have limits of not less than \$5 million per claim and in the annual aggregate. The policy may contain a deductible of a maximum of \$250,000, but in such case the deductible shall be the sole responsibility of Contractor, and no portion of the deductible is the responsibility of GoTriangle.

8. Privacy and Network Liability (Cyber). Contractor shall secure and maintain Privacy and Network Liability (Cyber) insurance with a limit of not less than \$5 million aggregate and providing coverage for network security, third party liability, notification services, and cyber extortion.
9. Other Terms.
 - 9.1. Qualified Insurers. Contractor shall secure and maintain the required insurance policies from insurance carriers authorized to conduct business in the State of North Carolina with a current A.M. Best rating of "A-" or better.
 - 9.2. Waiver of Subrogation. The following policies of insurance shall include a waiver of subrogation in favor of Research Triangle Regional Public Transportation Authority dba GoTriangle: Commercial General Liability; Worker's Compensation and Employer's Liability; Automobile Liability; and Umbrella/Excess.
 - 9.3. Additional Insured. The following policies of insurance shall name Research Triangle Regional Public Transportation Authority dba GoTriangle as an additional insured: Commercial General Liability; Automobile Liability; and Umbrella/Excess Liability.
 - 9.4. Notice to GoTriangle. If any required coverage lapses for any reason, Contractor shall provide immediate written notice to GoTriangle. Each policy shall also contain notification provisions whereby GoTriangle will receive not less than 30 days' written notice prior to the cancellation of the policy.
 - 9.5. Claims-made Insurance. If any insurance policy required by this Exhibit is secured on a claims-made basis, then such policy shall provide that:
 - 9.5.1. The retroactive date shall coincide with or precede Contractor's commencement of performance under this Contract (including subsequent policies purchased as renewals or replacements);
 - 9.5.2. The policy shall allow for the reporting of circumstances or incidents that might give rise to future claims;
 - 9.5.3. Contractor shall maintain similar insurance under the same terms and conditions for at least 3 years following completion of all performance under this Contract; and
 - 9.5.4. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least 3 years to report claims arising from Contractor's performance.

9.6. Deductibles and Self-insured Retention. GoTriangle will review all deductible and self-insured retention (SIR) amounts and may require Contractor to secure alternate insurance when in GoTriangle's sole discretion such amounts are not reasonable under the circumstances. The payment of any deductible is the sole responsibility of Contractor.

9.7. Certificates of Insurance. Before commencing performance under this Contract, for each required policy Contractor shall furnish a certificate of insurance (COI) to GoTriangle that demonstrates coverage in compliance with the requirements of this Exhibit and includes the following:

9.7.1. Effective and expiration dates of the policy

9.7.2. Amount of any deductible or self-insured retention

9.7.3. Any exclusions to the policy which are not part of the standard form

9.7.4. Reference to GoTriangle Contract Number identified on the first page of this Exhibit

9.7.5. Title block formatted as follows: **Research Triangle Regional Public Transportation Authority dba GoTriangle, PO Box 13787, Research Triangle Park, NC 27709**

Attachment D- E-Verify Form

GOTRIANGLE E-VERIFY EMPLOYER COMPLIANCE STATEMENT

E-Verify for Public Contracts: HB 786 (S.L. 2013-418)

The legislation referenced prohibits governmental units from awarding to or entering into contracts unless the contractor and the contractor's subcontractors comply with the E-Verify requirements of Article 2 of Chapter 64 of the NC General Statutes.

Contractor, hereafter Employer, understands that E-Verify is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. Employer is defined as: Any person, business entity, or other organization that transacts business in

this State and that employs 25 or more employees in this State. This term does not include State agencies, counties, municipalities, or other governmental bodies.

Employer understands that Employers, as Defined Herein, Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

Therefore, all employers must be in compliance with the E-Verify requirements to enter into contracts with Triangle Transit.

Below check the type of employer and complete the information.

A) **Employer with less than 25 employees, not required to use E-Verify:** _____

Company Name: _____

Name and title of Authorized Signer(s): _____

Date: _____

OR:

B) **Employer with 25 or more employees required by NC S.L.213-418 to use E-Verify:
Yes, we comply:**

Company Name: _____

Name and title of Authorized Signer(s): _____

Date: _____

ATTACHMENT E

**Contractor's Statement of Sales/Use Tax Paid
Sales and Use Taxes Paid on Materials Purchased for the Construction of the**

| Invoice Date | Invoice Number | Company Name | Type of Material Purchased | Cost of Material | Amount of Sales/Use Taxes Paid | County Where Sales/Use Taxes Paid |
|--------------|----------------|--------------|----------------------------|------------------|--------------------------------|-----------------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total | | | | \$0.00 | \$0.00 | |

Contractor's Statement of Sales/Use Tax Paid TTA Solicitation

Attachment- F

IFB Number (if applicable): _____

Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and will be updated every 180 days.

Attachment - G

Companies Boycotting Israel Divestment Act Certification Form

RFP/RFQ Number (if applicable): _____

Name of Contracting Party or Bidder: _____

**COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. §147-86.81 *et seq.* ***

Pursuant to N.C.G.S. §147-86.81, any person identified as engaging in a boycott of Israel, as defined by this Act. In addition, State agencies must divest from investments in such restricted companies, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.81, is ineligible to contract with the State of North Carolina or any political subdivision of the State.

As of the date listed below, the supplier or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.81.

The undersigned hereby certifies that he or she is authorized by the contracting party or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

N.C.G.S. §147-86.81 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. § 147-86.81(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Divestment-Acts-Resources.aspx> and will be updated every 180 days.

* Note: Enacted by Session Law 2017-193 as N.C.G.S. §147-86.81 *et seq.*

Attachment H



CERTIFICATION REGARDING CONFLICT OF INTEREST

The Submitter is required to certify that performance of the work will not create any conflicts of interest or disclose any actual or potential conflicts of interest by completing and signing one of the following statements:

The Submitter hereby certifies that to the best of its knowledge and belief, and in accordance with GoTriangle's "Procedures and Guidelines for Preventing Organizational Conflicts of Interest and RFP Section 2 performance of the services described in the Scope of Work will not create any conflicts of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations.

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

OR

The Submitter hereby discloses the following circumstances that could give rise to a conflict of interest for the Submitter, any affiliates, any proposed subconsultants, and key personnel of any of these organizations. (Attach additional sheets as needed.)

Name of the Individual/Company to which potential conflict of interest might apply:

Nature of potential conflict of interest:

Attachment H

Proposed Remedy:

DATE: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

SUBMITTER/COMPANY NAME: _____

Attachment I

PROPOSER STATEMENT OF NON-COLLUSION

BY SUBMISSION OF THIS PROPOSAL, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

- (1) The prices of this proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Proposer or competitor, for the purposes of restricting competition or as to any matter relating to price.
- (2) Unless otherwise required by law, the prices quoted in this proposal have not been knowingly disclosed by Proposer and will not be disclosed by Proposer directly or indirectly to any other Proposer or competitor before proposals are opened.
- (3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the Project work.

IF, FOR ANY REASON, PROPOSER CANNOT CERTIFY AS SET FORTH ABOVE, PROPOSER SHALL SO STATE AND SET FORTH THE REASONS IN DETAIL BELOW:

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

Name (print):

Title:

Company:

"General Decision Number: NC20240011 09/06/2024

Superseded General Decision Number: NC20230011

State: North Carolina

Construction Type: Building

County: Wake County in North Carolina.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024. |
|---|---|

| | |
|---|--|
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2024. |
|---|--|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/05/2024 |
| 1 | 09/06/2024 |

* ELEC0553-001 12/01/2023

| | Rates | Fringes |
|------------------|----------|-------------|
| ELECTRICIAN..... | \$ 30.00 | 14.5% +8.30 |

IRON0848-003 07/01/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 28.00 | 17.10 |

PLUM0421-006 07/01/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 33.96 | 13.48 |

* SUNC2018-011 08/08/2023

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.42 | 0.00 |
| CARPENTER..... | \$ 20.48 | 3.12 |
| CEMENT MASON/CONCRETE FINISHER.. | \$ 17.94 | 0.00 |
| LABORER: Common or General..... | \$ 14.67 ** | 2.07 |
| LABORER: Mason Tender - Brick... | \$ 13.52 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 15.26 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 15.00 ** | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 25.00 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 17.77 | 3.01 |

| | | |
|-------------------------------|-------------|-------|
| OPERATOR: Forklift..... | \$ 16.00 ** | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 22.68 | 3.27 |
| OPERATOR: Roller..... | \$ 15.31 ** | 1.46 |
| PAINTER..... | \$ 15.55 ** | 1.05 |
| PLUMBER..... | \$ 23.66 | 6.60 |
| ROOFER..... | \$ 18.26 | 4.38 |
| SHEET METAL WORKER..... | \$ 19.67 | 13.27 |
| TRUCK DRIVER: Dump Truck..... | \$ 16.56 ** | 3.09 |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

ATTACHMENT- J

GUIDE TO M/WBE REQUIRED FORMS

All GoTriangle's procurements have a section entitled "**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE REQUIREMENTS.**" This section of procurement sets forth the established GoTriangle's goal for this particular procurement and also describes the forms that must be completed with their proposal. Below is a summary of the forms used in the GoTriangle M/WBE Participation Program by a Consultant.

Form #1: Consultant M/WBE Utilization Plan - This document must be completed by all Consultants responding to RFPs with an M/WBE goal greater than zero. The Consultant must demonstrate how it plans to meet the stated M/WBE goal. In completing this form, the Consultant should describe the steps taken to establish communication with M/WBE firms and identify current or future relationships with certified M/WBE firms. The second page of the form should list the M/WBE certified firms that the vendor plans to engage with on the project and the amount that each certified firm is projected to be paid. Plans to work with uncertified firms do not meet the criteria for participation. If the plan is not submitted or is deemed deficient, the Consultant may be sent a notice of deficiency. It is mandatory that all awards with goals have a utilization plan on file.

Form #2: M/WBE Utilization Waiver Request - This document must be filled out by the Consultant if the utilization plan (Form #1) indicates less than the stated participation goal for the procurement. In this instance, Form #2 must accompany Form #1 with the proposal. When completing Form #2, it is important that the Consultant thoroughly document the steps that were taken to meet the goal and provide evidence in the form of attachments to the document. The required attachments are listed on Form #2 and will document the good-faith efforts taken to meet the desired goal. A Consultant can also attach additional evidence outside of those referenced attachments. Without evidence of good-faith efforts, in the form of attachments or other documentation, GoTriangle may not approve the waiver and the Consultant may be deemed non-responsive.

New M/WBE firms are being certified daily and new M/WBE firms may now be available to provide products or services that were historically unavailable. If Form #2 is found by GoTriangle to be deficient, the Consultant will be sent a deficiency letter and may be deemed non-responsive.

Any questions regarding completion of these forms can be sent to procurement@gotriangle.org

**M/WBE Form #1
CONSULTANT M/WBE UTILIZATION PLAN**

| | |
|----------------------------|-------------------------|
| Consultant Name: | |
| Vendor ID: | Telephone No. |
| RFP/Contract Title: | RFP/Contract No. |

Description of Plan to Meet M/WBE Goals (Use pages 3-4 to provide specific MBE and WBE subcontractor information)

PROJECTED M/WBE USAGE IN PERCENTAGE

| | % |
|--|---|
| 1. MBE Goal Applied to Eligible Costs | |
| 2. WBE Goal Applied to Eligible Costs | |
| 3. M/WBE Combined Totals* | |

*If less than the stated goal in RFP, Form #2 is required.

**CONSULTANT PROPOSED MBE UTILIZATION PLAN
MINORITY OWNED BUSINESS ENTERPRISE (MBE) INFORMATION**

**In order to achieve the MBE 17.1 % Goal, Consultant expects to subcontract with North Carolina Department of Transportation certified MINORITY-OWNED entities as follows:
(add additional pages as needed)**

| MBE Firm (Exactly as Registered) | Description of Work (Products/Services) [MBE] | Projected MBE Percentage |
|--|--|---------------------------------|
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | _____ |
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | _____ |
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | _____ |

**CONSULTANT PROPOSED WBE UTILIZATION PLAN
WOMEN OWNED BUSINESS ENTERPRISE (WBE) INFORMATION**

**In order to achieve the WBE Goal of %, Consultant expects to subcontract with North Carolina Department of Transportation certified WOMEN-OWNED entities as follows:
(add additional pages as needed)**

| WBE Firm (Exactly as Registered) | Description of Work (Products/Services) [WBE] | Projected WBE Percentage |
|--|--|---------------------------------|
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | \$ _____ |
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | \$ _____ |
| Name Address City, State, ZIP Employer I.D. Telephone Number () - | | \$ _____ |

M/WBE Form #2

M/WBE UTILIZATION WAIVER REQUEST

| | | |
|--|--|-----------------------|
| Consultant Name : | DATE: | |
| Address: | RFP No.: | |
| City, State, Zip Code: | M/WBE Goals: MBE ___% WBE ___% (From Lines 1&2 of Form 1) | |
| By submitting this form and the required information, the officer or/consultant certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under this solicitation. | | |
| Consultant is requesting a : <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. Total <input type="checkbox"/> / Partial <input type="checkbox"/> check one <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. Total <input type="checkbox"/> / Partial <input type="checkbox"/> check one <input type="checkbox"/> Waiver Pending Certification – (Check here if subcontractors or suppliers of Consultant are not certified M/WBE, but an application for certification has been filed.) Date of such filing: _____ | | |
| <u>If a total or partial waiver is requested, appropriate supporting documentation of Good Faith Efforts shall be provided as instructed on page 6.</u> | | |
| <hr/> PREPARED BY (Signature) _____ Date: _____ By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote M/WBE participation pursuant to the M/WBE requirements set forth under this solicitation. Failure to submit complete and accurate information may result in a finding of noncompliance and deemed non-responsive. | | |
| Name and Title of Preparer (Printed or Typed): | Telephone Number: | Email Address: |
| Submit with the bid or proposal | *****FOR GOTRIANGLE USE ONLY ***** | |
| | REVIEWED BY: | DATE: |
| | Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> Certification Waiver <input type="checkbox"/> Notice of Deficiency Issued _____ | |

Explanation why Consultant is unable to meet M/WBE goals for this project:

Include attachments below to evidence good faith efforts:

- Attachment A. List of the general circulation, trade and M/WBE-oriented publications and dates of publications soliciting for certified M/WBE participation as a subcontractor/supplier and copies of such solicitation.
- Attachment B. List of the certified M/WBEs appearing in the NCDOT M/WBE directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified M/WBEs. Describe specific reasons that responding certified M/WBEs were not selected.
- Attachment C. Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified M/WBEs.
- Attachment D. Description of the negotiations between the contractor and certified M/WBEs for the purposes of complying with the M/WBE goals of this contract.
- Attachment E. Identify dates of any pre-proposal, pre-award or other meetings attended by consultant.
- Attachment F. Other information deemed relevant to the request.

**THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST AND
FINAL PAYMENT
MBE/WBE DOCUMENTATION FOR CONTRACT
PAYMENTS**

Prime Consultant: _____
 Address & Phone Number: _____
 Project Name: _____
 Pay Application Number: _____ Period: _____

The following is a list of payments to be made to minority business sub-consultants on this project for the above-mentioned period.

| Minority Firm Name and Address | Minority Category MBE/WBE* | Amount Paid For This Period | Amount Paid To Date |
|-----------------------------------|----------------------------------|--------------------------------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

*Minority Categories: Black, African American (B), Hispanic (H), Asian American (AA), American Indian (AI), Female (WF), Socially and Economically Disadvantaged (SE), and Disabled (D).

Total MBE % for this Period: _____ Total WBE % for this Period: _____

ATTACHMENT- L

RFP RESPONSE CHECKLIST

Table of Contents

| | |
|------------------------------------|---|
| 1.0 Vendor Response Checklist..... | 2 |
| 2.0 Vendor Attachments..... | 3 |

1.0 Proposer Response Checklist

ALL FORMS AND REQUIRED INFORMATION BELOW MUST BE COMPLETED AND INCLUDED WHEN YOU SUBMIT YOUR PROPOSAL PACKAGE:

Table 1 Vendor Response Checklist

| Item # | Proposal Response Item | Completed and Provided as Instructed | |
|--------|---|--------------------------------------|-----------------------------|
| | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 1 | A. Cover Sheet | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | B. Table of Contents | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | C. Concise Letter of Interest | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | D. Statement of Judgments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5 | E. Understanding of Scope of Work | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6 | F. Qualifications and Experience | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7 | G. Previous Experience of Similar Scope of Work | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8 | H. References from Previous Clients | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9 | I. Start-Up and Transition Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10 | J. Attachments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

2.0 Proposer Attachments

The Proposer must complete the following table identifying all the other documents that are being attached as part of the RFP response.

Table 2 Vendor Attachment Checklist

| Item # | Attachment Name | Attachment Provided? | |
|--------|--|------------------------------|-----------------------------|
| | | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 1 | A. Proposal Submittal Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | B. Bid Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | C. Minimum Insurance Requirements | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | D. E-Verify Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5 | E. Contractor's Statement of Sales/Use Tax | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6 | F. Iran Divestment Act Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7 | G. Companies Boycotting Israel Divestment Act Form | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8 | H. Certificate Regarding Conflict of Interest | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9 | I. Non - Collusion | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10 | J. WWBE Forms | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 11 | K. Davis – Bacon Rate Forms | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 12 | L. RFP Response Checklist | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
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