

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

**FINAL RFP**

**Interstate Maintenance**

**WBS Element 42784**

**December 16, 2009**



*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **January 15, 2010, 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **January 26, 2010 AT 10:00 AM**

WBS ELEMENT NO. 42784

COUNTIES: Mecklenburg, and Cabarrus Counties

ROUTE NO. I-77, I-85, I-485, & I-277

MILES: 135 Centerline miles

LOCATION: I-77, I-85, I-485 and I-277 in Mecklenburg and Cabarrus Counties

TYPE OF WORK: INTERSTATE MAINTENANCE AS SPECIFIED IN THE SCOPE OF WORK  
CONTAINED IN THE REQUEST FOR PROPOSAL

**NOTICE:**

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

\_\_\_\_\_  
5 % BID BOND OR BID DEPOSIT REQUIRED  
\_\_\_\_\_

**PROPOSAL FORM FOR INTERSTATE MAINTENANCE,  
WBS ELEMENT 42784,**

**IN MECKLENBURG and CABARRUS  
COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_, 20\_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Proposer herein acknowledges that it has carefully examined the location of the proposed work to be known as Interstate Maintenance, WBS Element Number 42784, has carefully examined the Final Request for Proposal (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Proposer agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Board of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of maintenance and construction, except as otherwise noted, to perform all the work and required labor to perform all the work for Interstate Maintenance, WBS Element Number 42784, in Mecklenburg and Cabarrus Counties during the Contract period specified in the Final RFP and in accordance with the requirements of the Engineer, the Final RFP, the *2006 Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Proposer, at the lump sum price(s) bid by the Proposer in their Price Proposal.

The Proposer acknowledges that project documents furnished by the Department are provided solely to assist the Proposer. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Department does not warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department as to the type of materials and conditions to be encountered at the project site. The Proposer is advised to make such independent investigations, as they deem necessary to satisfy their self as to conditions to be encountered on this project. The Proposer shall have no claim for additional compensation or for an extension of contract time for any reason resulting from the actual conditions encountered at the site differing from those indicated in any of the information or documents furnished by the Department except as may be allowed under the provisions of the Standard Specifications.

The Proposer shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing the preliminary project designs and information, and of the Proposer in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposal, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; except as herein modified, all the design, maintenance, repair and construction included in this contract is to be done in accordance with the documents noted above.

If the Proposal is accepted and the award is made, the Technical Proposal submitted by the Proposer is by reference, incorporated and made part of this contract. The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request For Proposal.

Accompanying this Proposal shall be a bid bond secured by a corporate surety licensed to do business in North Carolina, or certified check payable to the order of the Department of Transportation, for five percent of the total Price Proposal for "Maintenance Services", which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Proposer shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by them, as provided in the Standard Specifications; otherwise said deposit will be returned to the Proposer.

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**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\*****CONTRACT PERIOD**

The Date of Availability for this contract is April 1, 2010. The term of the contract shall be for five years with a completion date of March 30, 2015. At the option of the Department, this contract may be renewed for one additional period of five years. The Engineer will notify the Contractor in writing by July 1, 2014 if the contract will be renewed. The Contractor must notify the Engineer in writing by August 1, 2014 of acceptance or rejection of this offer. Failure of the Contractor to reply in writing will be received as a rejection of contract renewal.

**COMPENSATION**

The Contractor will be paid on a monthly lump sum basis in an amount equal to the unit price bid on the Itemized Proposal sheet and as adjusted in accordance with this RFP. All references made to measurement and payment in the 2006 Standard Specifications or applicable NCDOT special provisions do not apply.

**ANNUAL PRICE ADJUSTMENTS**

Assuming all performance and timeliness criteria are met, the first twelve months of the contract period will be paid at the unit price bid for all bid items

Beginning with the April 2011 partial payment and with each April partial payment thereafter, monthly payments for the subsequent twelve-month period will be adjusted annually based on the unadjusted index (e.g. January 2009 = 3.1) of the Services Category of Table 6 "Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W)". The unit prices for mowing and litter will be adjusted annually based on the unadjusted index (e.g. January 2009 = 3.1) of the Services Category of Table 6 "Consumer Price Index for Urban Wage Earners and Clerical Worker (CPI-W)" paid by services provided.

The monthly payments beginning in April 2011 will be the unit price bid increased or decreased by a percent equal to the percent change in the aforementioned CPI reported between January 2010 and January 2011, or five percent, whichever is less. The baseline payments for subsequent twelve-month periods will be the CPI-adjusted monthly payments from the previous twelve-month period.

In the event that the contract is renewed in accordance with the Project Special Provision "Contract Period", monthly payments for the first twelve-month period of the second contract term will be adjusted from the payments for the last twelve-month period of the first contract period.

**DAMAGE REIMBURSEMENT FOR THIRD PARTY CLAIMS**

The Contractor shall promptly notify the Department of damage caused by third parties to real or personal property within the project limits. When a third party causes damage to any of the

Department's facilities, the Contractor shall make corrective measures to the facility at no additional cost to the Department, except as may be provided for under the Special Provision for Damage Reimbursement. The Department authorizes the Contractor to pursue claims against the responsible party for reimbursement of all Contractor expenses. The Contractor shall cooperate with Department in providing all necessary information to the Department with respect to the cost of such repair, regardless of whether any separate or additional compensation is owed to the Contractor in connection with undertaking any such repair.

Advance preparation, response, inspection, repairs, and replacement required as a result of emergency response, or collision to bridges, retaining walls, noise walls, and overhead sign structures will be considered part of the contractor's responsibilities. The Contractor will not receive any additional compensation from the Department except (1) as otherwise outlined herein.

The sequence of reimbursement for damages will be as follows:

- 1) Pursuit of claims against the individual or entity which caused damages, or their insurers
- 2) Contractor insurance coverage

The Contractor's responsibility to make damage repairs at its own expense, in each twelve-month period beginning April 1<sup>st</sup> of each year, shall be limited to 20% of the contract amount for that twelve-month period. This 20% cap will not include any amounts reasonably obtainable under items 1 and 2 above, and any damage repairs caused by the Contractor's operations. In addition, administrative, indirect, and legal expenses borne by the Contractor in pursuit of damage reimbursement will not be considered eligible expenses against the 20% cap. Prior to making claim for reimbursement from the Department, the Contractor shall demonstrate due diligence in the pursuit of all damage reimbursement and supply documentation thereof to the Department. Delay in reimbursement from any third party will not constitute justification for reimbursement from the Department. If due diligence is adequately demonstrated and the 20% cap is exceeded within the twelve-month period beginning April 1<sup>st</sup> of each year, the portion of work over the 20% cap will be considered Extra Work and reimbursed through supplemental agreement.

## **DAMAGE REIMBURSEMENT FOR FEDERALLY DECLARED EVENTS**

### **General Overview**

In the event of a federally declared event involving Interstates in Mecklenburg or Cabarrus counties, the following guidelines will be implemented and used to capture emergency response and recovery expenses associated with the event.

NCDOT will agree to receive all qualifying reimbursement dollars for emergency repairs and pass those funds on to the contractor. Federal regulations require that NCDOT retain responsibility for verifying both eligibility and reasonableness of all work performed and estimates provided.

All work performed on I-77, I-277, I-85 and I-485 in response to a federally declared emergency event may be performed by the contractor but NCDOT reserves the right to seek other bids for such work. All invoices for emergency work performed by the contractor related to the disaster operation shall be forwarded to the NCDOT Interstate Maintenance Contract Project Manager's office for processing and payment.

The Department will provide further training in documentation and record keeping to the successful contractor to ensure maximum reimbursement from FHWA. NCDOT will only reimburse the contractor those funds reimbursed for approved work. Expenses categorized as Debris Operations, Emergency Protective Measures, Signs/Signals, and/or Permanent Structure Repair should be shown in the appropriate county and broken out by these categories.

The contractor is responsible for generating and retaining the necessary documentation for all FHWA and/or FEMA qualifying reimbursements. The Department will assist in the reimbursement effort by processing, and submitting documentation provided by the contractor to FHWA and/or FEMA for reimbursement and verifying load tickets. If the work performed is determined to be ineligible for FHWA and or FEMA reimbursement, the Department will reimburse the Contractor.

### **Debris Removal Operations**

In the event of vegetative debris falling on to the right of way, the contractor shall clear all travel lanes and remove and dispose of debris. Debris removal operations require a monitor at each debris loading site. These monitors will be provided by NCDOT. Only vegetative debris removed from the NCDOT right of way is eligible for reimbursement. The monitor will initiate the load ticket identifying the site, vehicle, and quantity of debris. All debris is to be mechanically loaded into the trucks. There is to be no hand loading of vegetative debris.

### **Other Repairs**

All permanent repairs to be performed by the contractor must be approved in advance by NCDOT and must comply with all current codes and standards. NCDOT will work with the contractor, FHWA, and/or FEMA to obtain the required prior approval for any project requiring enhancements or improvements. The contractor, with NCDOT approval and oversight, is permitted to proceed with any emergency repairs that meet the FHWA Emergency Relief criteria necessary to restore essential traffic, minimize the extent of damage, and protect remaining facilities. This work can be initiated prior to FHWA site visits and preparation of detailed Damage Inspection Reports (DIR). As soon as possible after the event, NCDOT will coordinate for FHWA to inspect the damage, make a reimbursement eligibility determination, and complete the DIR form. The contractor may be tasked with performing emergency repairs that are eligible for Federal-Aid, but FHWA and /or FEMA are still responsible for all eligibility determinations.

### **Reimbursement**

Reimbursement from FHWA is at a rate of 100% for the first 180 days after declaration. Beginning the 181<sup>st</sup> day and until the project is completed, reimbursement is at a rate of 90%.



Reimbursement from FEMA is at a rate of 75% for the duration of the project. Debris removal operations should be completed within 180 days of the event. Permanent repairs approved by NCDOT should be completed within 18 months of the event. Extensions may be permitted due to extenuating circumstances and the contractor must request any extensions through the NCDOT Disaster Recovery Manager no less than 30 days before the time period expires. NCDOT will process all payments for qualifying reimbursements due to the contractor when reimbursement from FHWA and/or FEMA is received.

NCDOT will work directly with FHWA and FEMA, and will be directly responsible for coordination with the contractor. The contractor will be responsible for satisfying NCDOT, FHWA and FEMA that there has been no duplication between FHWA and FEMA requests for reimbursement.

Invoices and documentation shall be submitted to the NCDOT Project Manager's office in individual county folders and segregated by project. Debris, Emergency Protective Measures, and Sign/Signals may be captured on a county wide basis for the project. Individual damage sites shall be filed separately for each site. Upon completion of all repairs and all invoices having been processed, the project folders shall be stored for no less than three years after final reimbursement has been received from FHWA or FEMA and payment made to the contractor. If the completion of the project falls prior to the 3 year payment period, the contractor shall turn over all documentation to NCDOT in accordance with all FHWA and FEMA documentation guidelines.

### **NCDOT Disaster Recovery Information**

The Emergency Response and Procedures Manual is found on the NCDOT Disaster Recovery web site.

[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/maintenance/road\\_main/Resources/DisasterInfo/default.html](http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/road_main/Resources/DisasterInfo/default.html)

This site provides additional information pertaining to eligibility of expenses, the use of debris load tickets, damage estimating techniques, environmental procedures, and guidelines to follow during the response and recovery operations. In addition, this site provides links to the Federal Highway Administration, the Federal Emergency Management Agency, the National Weather Service, the Maintenance Operations Manual, the Field Fiscal Manual, the Contract Manual, the Bridge Replacement Policy, DENR Solid Waste Disposal Sites, and emergency contact numbers.

The Disaster Recovery Section of the State Road Maintenance Unit in Raleigh will function as the intermediary between the Interstate Maintenance Contract Project Manager and FHWA and FEMA. All damage related reports will be generated by the State Road Maintenance Unit. The State Road Maintenance Unit will provide FHWA and FEMA with initial damage estimates and continue to update this information as it is received from the field. Upon completion of all damage sites, this section will notify the FHWA and FEMA and provide them with a final report of the total damage.

In the event the Department chooses to take responsibility for system restoration, the amount of reimbursements obtained from FHWA for qualifying reimbursements shall be retained by the Department. The Department may generally exercise this right under declared States of Emergency in which mobilization of state forces may be needed to supplement or replace Contractor forces.

In the event of an act that is officially declared by the State of North Carolina or appropriate Federal Entity as an “act of terrorism”, the Contractor will not be liable for damage beyond federally eligible expenditures.

### **INTERMEDIATE CONTRACT TIMES AND LIQUIDATED DAMAGES**

Liquidated damages for timeliness requirements presented elsewhere in this RFP are calculated using the prescribed intermediate contract times. The Contractor is responsible for logging the time of the start of each intermediate contract time and the completion of the task subject to the intermediate contract time. This information shall be made accessible to the Engineer as part of each Monthly Report and on an interim basis as required by the Engineer to assess liquidated damages.

In the event a Department design is required for the repair or replacement of an item covered by an intermediate contract time, that intermediate contract time will be adjusted if there is a delay in providing the design. In addition, for the case of major structural items, the intermediate contract time will be adjusted if the Contractor demonstrates due diligence in the pursuit of materials that are not reasonably available within the applicable intermediate contract time.

Liquidated damages for planned lane closures, shoulder closures, lane narrowing, and holiday and event time restrictions apply. Reference “Traffic Control” found elsewhere in this RFP.

#### **Pavement**

An intermediate contract time of 2 days from notification or discovery will apply to the temporary repair of all pavement failures. In the event that the Contractor fails to repair such failures within 2 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 60 days from notification or discovery will apply to the permanent repair of all pavement failures. In the event that the Contractor fails to repair such failures within 60 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

Failure to perform the work in accordance with Table 8 will result in liquidated damages.

#### **Guardrail, Guiderail, Concrete Barriers and Attenuators**

An intermediate contract time of 7 days from notification or discovery will apply to the repair of all damaged concrete barriers, impact attenuators and all damaged, non-functional, guardrail, and

guiderail. In the event that the Contractor fails to repair damaged concrete barriers, impact attenuators and damaged non-functional guardrail or guiderail within 7 days, liquidated damages in the amount of \$750 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 30 days from notification or discovery will apply to the replacement of all damaged impact attenuators. In the event that the Contractor fails to replace damaged impact attenuators within 30 days, liquidated damages in the amount of \$750 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 30 days from notification or discovery will apply to all damaged but functional guardrail and concrete barriers. In the event that the Contractor fails to repair or replace damaged but functional guardrail and concrete barriers within 30 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

### **Signs**

The Contractor shall immediately respond to mitigate damaged signs and sign structures that pose imminent risk to the travelling public. An intermediate contract time of 2 hours from notification or discovery will apply to all badly damaged overhead signs and sign structures that pose imminent risk to the travelling public. In the event that the Contractor fails to mitigate these badly damaged overhead signs or sign structures within 2 hours, liquidated damages in the amount of \$1,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 60 days from notification or discovery will apply to all damaged but functional overhead signs. In the event that the Contractor fails to repair damaged but functional overhead signs within 60 days, liquidated damages in the amount of \$500 per day, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 8 hours from notification or discovery will apply to all non-functional Stop, Do Not Enter, Wrong Way, and Yield signs. In the event that the Contractor fails to repair or replace any of these non-functional regulatory signs within 8 hours, liquidated damages in the amount of \$1,000 per hour per sign, or portion thereof, will be deducted from the monies due to the Contractor.

An intermediate contract time of 5 days from notification or discovery will apply to all other damaged or missing signs, including sign posts. In the event that the Contractor fails to repair or replace any other badly damaged but functional sign within 5 days, liquidated damages in the amount of \$200 per day, or portion thereof, will be deducted from the monies due to the Contractor.

### **Roadway Obstructions**

An intermediate contract time of 2 hours from notification or discovery will apply to the removal of debris, road kill, or other obstructions in the travel-way. In the event that the Contractor fails to remove such items within 2 hours, liquidated damages in the amount of \$250 per hour, or portion thereof, will be deducted from the monies due to the Contractor.

**Graffiti Removal**

An intermediate contract time of 2 days from notification or discovery will apply to the removal of graffiti from all appurtenances within the project limits, including structures that are excluded from the scope for routine maintenance. In the event that the Contractor fails to remove the graffiti within 2 days, liquidated damages in the amount of \$250 per day, or portion thereof, will be deducted from the monies due to the Contractor.

**Emergency Maintenance Repairs**

The Contractor is responsible for immediately responding to emergency situations that pose an imminent risk to the travelling public (e.g. sink holes, flooding, etc.). An intermediate contract time of 2 hours after notification or discovery will apply to initiating corrective measures for situations that pose an imminent risk to the travelling public. Initiating corrective measures includes initial response, assessment, traffic control to protect the travelling public, and the determination, coordination, and execution of corrective measures to restore traffic. **In the event that the Contractor fails to initiate corrective measures within 2 hours after notification or discovery, liquidated damages in the amount of \$5,000 per hour, or portion thereof, will be deducted from the monies due to the Contractor.**

The Contractor shall immediately notify the Department’s MRTMC, the Engineer **and update TIMS** of all emergency situations.

**Traffic Control**

**Liquidated Damages for lane narrowing, lane closing, shoulder closing, and holiday and event restrictions for I-77, I-277, I-485, and I-85 are \$10,000.00 per hour for this Intermediate Contract Time.**

<b>Road name</b>	<b>Time Restrictions</b>
<b>For Lane Closures</b>	
<i>A. I-85, I-485 and I-277</i>	6:00am to 8:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
<i>B. I-77</i>	6:00am to 9:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
<b>For Shoulder Closures</b>	
<i>C. I-85, I-485 and I-277</i>	6:00am to 9:00am and 4:00pm to 7:00pm, Monday through Friday
<i>D. I-77</i>	6:00am to 9:00am and 4:00pm to 9:00pm, Monday thru Friday

The Contractor shall not close or narrow a lane of traffic, detain and/or alter the traffic flow during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy on any of the roadways listed above, including the following schedules:

- For New Year's, between the hours of 6:00 a.m. December 31<sup>st</sup> to 9:00 p.m. January 2nd. If New Year's day is on a Saturday or a Sunday, then until 9:00 p.m. the following Tuesday.
- For Easter, between the hours of 6:00 a.m. Thursday and 9:00 p.m. Monday.
- For Memorial Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Tuesday.
- For Independence Day, between the hours of 6:00 a.m. the day before Independence Day and 9:00 p.m. the day after Independence Day. If Independence Day is on a Saturday or Sunday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 p.m. the Tuesday after Independence Day.
- For Labor Day, between the hours of 6:00 a.m. Friday to 9:00 p.m. Tuesday.
- For Thanksgiving, between the hours of 6:00 a.m. Tuesday to 9:00 p.m. Monday.
- For Christmas, between the hours of 6:00 a.m. the Friday before the week of Christmas day and 9:00 p.m. the following Monday after the week of Christmas.
- For any NASCAR event at the Lowes Motor Speedway, between the hours of 6:00 a.m. the Thursday the week of the event until 8:00 p.m. the following Monday after the race.
- For any Carolina Panthers Football game in Charlotte and any games at the Bobcats Arena, from three hours before the game until 3 hours after the game.
- For any event which creates high traffic volumes, between the hours of 7:00 a.m. the Friday of the week of the event and 8:00 p.m. the Monday after the week of the event. Such events may be at Bank of America Stadium, Charlotte Convention Center or other arenas. The Engineer will provide guidance on what events constitute unusually high traffic volumes.

### **DIVISION ONE OF 2006 STANDARD SPECIFICATIONS**

Division One of the 2006 Standard Specifications apply to this contract unless otherwise noted or modified in this RFP. Specifically, the following articles of Division One do not apply:

Article 102-5	Article 105-9	Article 108-2	Article 109-4
Article 102-14(A)	Article 105-17	Article 108-8	Article 109-5(A) *
Article 102-16(D)	Article 106-7	Article 108-10(B)(1)	Article 109-6 *
Article 103-4(B)	Article 107-10	Article 109-1	Article 109-7
Article 104-5	Article 107-17	Article 109-2	Article 109-8
Article 105-3			

\* These articles do not apply except as they may apply to work that is deemed to be Extra Work in accordance with Article 104-7.

In addition, all articles or subarticles related to the electronic bids do not apply to this contract.

The terms “Bidder” and “Proposer”, as used throughout this RFP and the 2006 Standard Specifications, are considered synonymous. The terms “Bid” and “Price Proposal” are also considered synonymous. The terms “lowest responsible bidder” and “lowest bidder” shall be considered synonymous with the phrase “Proposer with the lowest adjusted price”. The term “construction” as used throughout Division One shall be construed to mean any maintenance, repair, or construction activity undertaken to fulfill the requirements of this RFP.

### **CONTRACTOR PREQUALIFICATION**

The prequalification requirements of Article 102-2(A) of the 2006 Standard Specifications do not apply to the Prime Contractor. All subcontractors must be on the Department’s Approved Subcontractors List.

### **BID BONDS**

A bid bond or bid deposit is required in accordance with this RFP and Article 102-11 of the 2006 Standard Specifications. The bid bond or bid deposit shall be an amount equal to 5% of the amount bid for the Total Amount Of Bid For Entire Project.

### **CONTRACT PERFORMANCE AND PAYMENT BONDS**

Replace the entire Article 103-7 of the 2006 Standard Specifications with the following:

The successful bidder shall provide the Department with performance and payment bonds within 14 calendar days after the notice of award is received by the bidder. The bonds shall be in an amount equal to 10% of the Total Amount Of Bid For Entire Project.

The initial term of these bonds shall be one year from the Date of Availability. These bonds shall be renewed annually.

On or before 45 days prior to the end of the first and all subsequent twelve-month periods of the contract, the Contractor shall provide renewed performance and payment bonds in the amount specified above. These bonds shall be effective until the end of the subsequent twelve-month period. Once the renewed performance and payment bonds are executed, the Surety will no longer be responsible for the previous year’s bonds.

The corporate surety furnishing the bonds shall be authorized to do business in the State of North Carolina.

**ALTERATIONS TO CONTRACT**

The Engineer reserves the right to make, at any time during the contract period, such alterations in the contract requirements as may be found necessary or desirable. The provisions of Article 104-3 of the 2006 Standard Specifications shall apply to such an alteration of the contract.

**COORDINATION OF CONTRACT DOCUMENTS**

Replace the entire Article 105-4 of the 2006 Standard Specifications with the following:

This RFP, 2006 Standard Specifications, contractor-produced plans, and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and provide and describe the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals
- (B) Technical Proposal from Contractor
- (C) Accepted Plans and Details from Contractor
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Contractor shall not take advantage of any error or omission in any of the contract components. In the event the Contractor discovers an error or omission, the Contractor shall immediately notify the Engineer.

**CONTRACTOR'S RESPONSIBILITY FOR WORK**

Replace the entire 1<sup>st</sup> paragraph of Article 107-18 with the following:

During the contract period, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes during the contract period and shall bear the expense thereof, except as provided in other sections of the Specifications.

**SUBLETTING OF CONTRACT**

Replace the last sentence of the 1<sup>st</sup> paragraph of Article 108-6 of the 2006 Standard Specifications with the following:

In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with its own organization, work amounting to not less than 15 percent of the total invoiced amount per year.

Replace the second paragraph of Article 108-6, Page 1-74 of the 2006 Standard Specifications with the following:

In any event, the Contractor shall perform with its own organization work amounting to not less than 15% of the total invoiced amount per year.

### **MAINTENANCE OF TRAFFIC**

Replace the entire 2<sup>nd</sup> paragraph of Article 150-1 of the 2006 Standard Specifications with the following:

The Contractor shall be responsible for maintaining in a safe, passable, and convenient condition, such part or parts of existing roads as are being used by the Contractor to maintain traffic within the limits of the project for the entire contract period.

### **INSURANCE REQUIREMENTS**

During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

a. Worker's Compensation – The contractor shall provide and maintain Worker's Compensation Insurance in accordance with North Carolina laws. The minimum limit for employer's liability coverage is \$1,000,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract. The North Carolina workers compensation laws require employer's with three or more employees to have proof of coverage. Owner/Operators or companies with two or less employees are not required to obtain worker's compensation insurance.

b. Commercial General Liability – The contractor shall provide and maintain, during the term of this contract, comprehensive general liability insurance which shall protect the contractor and the Department of Transportation from claims for accidental death, bodily injury, or property damage which may arise from any defect or malfunction of the equipment provided. The same provision shall apply to any subcontractor equipment approved by the Engineer. The insurance coverage provided shall be in the amount of \$5,000,000 (minimum) per occurrence. Proof of coverage shall be submitted to the Department.

c. Automobile – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.



Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

### **MATERIALS AND TESTING**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the 2006 Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where the Engineer deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the 2006 Standard Specifications. Material which is not properly certified will not be accepted.

In the event the Engineer finds the materials or the finished product in which the materials are used for the work performed are not in reasonably close conformity to the contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no cost to the Department.

### **JOINT USE STAGING AREA**

The Department has **the** following site available for joint staging use by Department and Contractor forces at no charge to the Contractor. The Contractor will be responsible for preparing/modifying the site's stormwater management plan, and, if necessary, NPDES permit application prior to use. In no case will the Contractor be allowed to store pesticides or herbicides at these sites. A written agreement detailing the joint use staging area between the Department and the Contractor is necessary prior to the Contractor use of Department property. In addition, the Contractor will be required to restore or remediate that portion of the site used by Contractor prior to the end of the contract period.

- Southeast quadrant of I-485 and NC24/27 in Eastern Mecklenburg County  
(Approximately 2.25 acres)

### **CONTRACTOR'S LICENSE REQUIREMENTS** (7-1-95)

If the Contractor does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, the Contractor will be required to sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the General

Statutes (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the General Statutes (licensing of electrical contractors).

### **DISPUTE RESOLUTION PROCESS**

If the contractor chooses to dispute any decision made by the Engineer, then the process outlined below shall be followed.

1. The Engineer should try to resolve disputes that arise with the Contractor through good faith negotiations and in accordance with the terms of the contract.
  - The initial Resolution period is set at 30 days upon written notification from the contractor.
  - If the issue is resolved, it should be fully documented and no other action needed.
  - If the issue is not resolved within the initial negotiation period the Engineer should move forward and inform the Contractor in writing of the remedy that will be assessed or the corrective action(s) to be taken by the Contractor.
2. If the Contractor is not satisfied with the resolution reached in step 1, the Contractor may submit an appeal in writing, to the Engineer, to have the dispute be reviewed by Division Engineer.
  - The Engineer will notify the Division Engineer of the appeal.
  - The Division Engineer will review concerns of the Contractor and the Engineer. The Division Engineer will provide a written decision to the Contractor within 30 days of the appeal request.

The Contractor shall comply with the Engineer's imposed remedy or corrective action and perform any corrective action(s) needed.
3. If the Contractor still disagrees with the remedy set forth through this dispute resolution process; the Contractor has the right to pursue claims as set forth in the Standard Specification for Roads and Structures, Section 104-8 and 104-7, and the Maintenance Operations Manual Section PC-34, where applicable.

### **CONTRACT CLOSEOUT PROCEDURES**

The procedure outlined below will be followed to closeout the contract.

1. A visual review of the project limits will be made by NCDOT and a punch list provided to the contractor no later than one month prior to end of contract date. If after this review, there are disputes regarding work to be completed, the contractor shall follow the dispute resolution process outlined in this document.

2. An amount equal to 50% of the element value will be deducted from the final monthly payment for each element that does not meet its performance target during the final assessment.
3. Repair cost for damages that may occur after the visual review but before the end of contract date will be deducted from the final payment if the contractor does not make repairs before the end of contract date. Contractor may continue to pursue third party damages for the recovery of any repair items as long as the damage occurs prior to end of contract date.
4. Joint use staging areas used by the contractor will be cleared of all contractors materials and equipment and be in an acceptable condition prior to end of contract date. The sites will be inspected by the Engineer.
5. Timeliness Performance Criteria and liquidated damages, as outlined in Table 8 in the Performance Criteria Section of the contract shall be followed for the duration of the contract.
6. All terms and conditions of the contract and any executed supplemental agreements will be binding until the end of contract date.

### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

“(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.”

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

The Department of Transportation's schedule of estimated completion progress for this project as required above is as follows:

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2010 (04/01/10 – 06/30/10)	5% of Total Amount Bid
2011 (07/01/10 – 06/30/11)	20% of Total Amount Bid
2012 (07/01/11 – 06/30/12)	20% of Total Amount Bid
2013 (07/01/12 – 06/30/13)	20% of Total Amount Bid
2014 (07/01/13 – 06/30/14)	20% of Total Amount Bid
2015 (07/01/14 – 03/30/15)	15% of Total Amount Bid

### **EXECUTION OF SIGNATURE SHEETS AND DEBARMENT CERTIFICATION** (9-7-05)

The Proposer's attention is directed to the various sheets contained herein which are to be signed by the Proposer. A list of these sheets is shown below. The signature sheets are located behind the item sheet(s) contained herein. The NCDOT bid bond form is available on-line at: <http://ncdot.org/doh/forms/files/bidbond.pdf> or by contacting the Records and Documents office at 919-250-4124.

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

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

### **SUBMISSION OF PROPOSAL**

The Proposer's attention is directed that each Proposer shall comply with the following requirements in order for their Proposal to be responsible and considered for award.

1. The Proposer shall deliver the Proposal to the place indicated, and prior to the time indicated in the Request for Proposals.
2. The Proposal documents shall be signed by an authorized employee of the Proposer.
3. The Proposal shall be accompanied by Bid surety in the form of a Bid bond or Bid deposit.
4. The Proposer shall complete the form Listing of MB/WB Subcontractors contained elsewhere in this proposal in accordance with the Project Special Provision "Minority and Women Business."
5. The Proposal shall address all the requirements as specified in the Request For Proposal document.

In addition to the above requirements, failure to comply with any of the requirements of Articles 102-8, 102-9, 102-10 or 102-11 of the 2006 Standard Specifications may result in a Proposal being rejected.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(10-29-09)

**Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprise (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

**Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

**Definitions**

*Commitment* - The approved MBE/WBE participation submitted by the Contractor during the bidding process.

*Committed MBE/WBE* - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

*Department* - North Carolina Department of Transportation

*Minority Business Enterprise (MBE)* – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Women Business Enterprise (WBE)* – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeree's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

*Manufacturer* - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*Form RS-1-D* - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

### **Contract Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

**(A) Minority Business Enterprises 4 % of the maintenance contract costs**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

**(B) Women Business Enterprises 6 % of the maintenance contract costs**

- (1) If the goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

These goals are to be met through utilization of highway construction contractors and/or right-of-way acquisition firms. Utilization of MBE/WBE firms performing design, other preconstruction services, or Construction Engineering and Inspection are not included in this goal.

### **Contract Requirement**

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

### **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

### **Listing of MBE/WBE Subcontractors in Contract**

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (1) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE/WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (2) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

**Written Documentation – Letter of Intent**

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>.

It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

**Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
- (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the



contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.

- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
  - (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
  - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.
  - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.

- (D) A Contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A Contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
  - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **Good Faith Effort for Projects with Goals more than Zero**

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the

Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.

- (C)** Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get MBE/WBE quotes.
- (D)** Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E)** Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F)** Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G)** Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H)** Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I)** Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J)** Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goals.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the overall MBE goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the

Department will consider allowing the bidder to combine the WBE participation as long as the overall WBE goal value of the combined projects is achieved.

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

### **Banking MBE/WBE Credit**

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

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

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

### **MBE/WBE Replacement**

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

#### **(A) Performance Related Replacement**

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

- (1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

**Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

**Reports**

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc>

unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

**Reporting MBE/WBE Participation**

(A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of any affiliated company of the Contractor from the Department's appropriate prequalified list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form MBE/WBE-IS, which is available at:  
<http://www.ncdot.org/doh/forms/files/MBE/WBE-IS.xls>.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the prime contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

### **SMALL BUSINESS ENTERPRISES**

In addition to MB and WB utilization, the contractor is strongly encouraged to utilize Small Business Enterprises throughout this project. Any payments made to certified Small Businesses shall be reported as outlined in the Project Special Provision "Minority and Women Business."

A searchable list of Businesses which have been certified by the North Carolina Department of Transportation is available at the following website:

<http://apps.dot.state.nc.us/Vendor/Directory/Cert.aspx>

**COOPERATION BETWEEN CONTRACTORS**

The Contractor's attention is directed to Article 105-7 of the 2006 Standard Specifications. For all future projects, the Contractor is responsible for monitoring NCDOT websites for current and upcoming projects that may exist within, above or below the interstates within the project boundaries. A listing of anticipated future projects is as follows:

TIP	County	Route	Location	Description
TBD	Mecklenburg	I-277	John Belk Freeway	Lighting upgrades
ER-5100 JD	Mecklenburg	I-485	Various Interchanges	Reforestation
R-2248 H	Mecklenburg	I-485	Garrison Road	Interchange Completion
R-4902	Mecklenburg	I-485	Johnston Road to I-77	Median Widening
R-0211 EC	Mecklenburg	I-485	Weddington Road	Construct Interchange
I-5128	Mecklenburg	I-77	4 Interchanges	Bridge repainting
I-3311	Mecklenburg	I-77	5th Street to NC 73	Widening
R-4436 JG	Mecklenburg	I-77	Welcome Center	Bioretention basin
Private	Mecklenburg	I-77	Westmoreland Road	Augusta Lee Development and Widening
K-4906	Cabarrus	I-85	Rest Areas	Renovations
I-3803 B	Cabarrus	I-85	Bruton Smith to NC 73	Widening
R-4436 JF	Cabarrus	I-85	Mallard Creek Stream	Wetland construction
R-2248 E/R-2123CE	Mecklenburg	I-85	I-485 Interchange	Interchange and last section of I-485

General ITS (Intelligent Transportation Systems) maintenance and installation may occur on all routes during the term of this contract as well. The NCDOT Project Manager on site will assist in dissemination pertinent information regarding all other potential work within the project limits.

The Department makes no guarantee that these projects are all inclusive or will occur within the timeframe of this maintenance contract nor that these projects will reduce maintenance or repair expenditures incurred by this Contractor. Failure to comply with the terms stated above in this section may be justification for removing the Contractor from further consideration for this project and disqualification from submitting on future Department contracts.

The Contractor on this project shall cooperate with other Contractors working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**BID DOCUMENTATION** (5/6/04)**General**

The successful Proposer (Contractor) shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for



this contract to the Department. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department and preserved by that institution or facility as specified in the following sections of this provision.

### **Bid Documentation**

The term "bid documentation" as used in this provision means all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Proposer in the preparation of their Price Proposal. The term "bid documentation" includes, but is not limited to, Contractor equipment rates, Contractor overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Proposer in formulating and determining the Price Proposal. The term "bid documentation" also includes any manuals, which are standard to the industry used by the Proposer in determining the bid. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. The term does not include bid documents provided by the Department for use by the Proposer in bidding on this project.

### **Submittal of Bid Documentation**

A representative of the Proposer shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten (10) days after the notice of award is received. Bid documentation will be considered a certified copy if the Proposer includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an EXACT copy of the original documentation. The letter must be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature MUST be notarized at the bottom of the letter. The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department. The container shall be clearly marked "Bid Documentation" and shall also show on the face of the container the Proposer's name, Proposer's address, the date of submittal, the Project Number, and the County.

### **Affidavit**

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Proposer to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Proposer to determine the bid for this project, and that all such bid documentation has been included.

### **Verification**

Upon delivery of the bid documentation, the Department's Contract Officer and the Proposer's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Proposer's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's

Contract Officer upon determining that the bid documentation is complete will, in the presence of the Proposer's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to a banking institution or other bonded document storage facility selected by the Department for placement in a safety deposit box, vault, or other secure accommodation.

### **Duration and Use**

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Contractor receives the final estimate; or until such time as the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department related to the contract; or until authorized in writing by the Contractor. Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Contractor against the Department, or receipt of a letter from the Contractor authorizing release, the Department may obtain the release and custody of the bid documentation. If the bid documentation remains in escrow sixty (60) calendar days after the time the Contractor receives the final estimate and the Contractor has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department shall instruct the banking institution or other bonded document storage facility to release the sealed container to the Contractor.

The Proposer certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the bid and that no other bid documentation shall be relevant or material in litigation over claims brought by the Contractor arising out of this contract.

### **Failure to Provide Bid Documentation**

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

### **Escrow Agreement**

The Proposer will be required to sign an Escrow Agreement within 10 days after receipt of the notice of award. A copy of this Escrow Agreement document will be mailed to the Proposer with the notice of award for informational purposes. The Proposer and Department will sign the Escrow Agreement at the time that the bid documentation is delivered to a Banking Institution or other facility as outlined above. The Proposer's failure to sign the Escrow Agreement at the time the bid documentation is delivered may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified Proposers for a period up to 180 days. Award may then be made to the next lowest responsible Proposer or the work may be readvertised and constructed under the contract or otherwise, as the Board of Transportation may decide.

**Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Contractor gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Contractor authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Proposer as a "trade secret" at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *General Statutes 132-1.2*.

**Cost and Escrow Instructions**

The cost of the escrow will be borne by the Department. The Department will provide escrow instructions to the banking institution or other bonded document storage facility consistent with this provision.

**Payment**

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the monthly lump sum price for the project will be full compensation for all such costs.

**TWELVE-MONTH GUARANTEE**

The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following completion of the initial, and if applicable, second term, of the contract. The Contractor shall replace such defective materials and workmanship without cost to the Department.

Where items of equipment or material carry a manufacturer's guarantee for any period that survives the end of the contract, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee.

For Department contracts with others along the facilities covered by this contract, warranty requirements within those contracts shall be exhausted prior to that work becoming the responsibility of this Contractor.

This provision shall not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work for which the Department would normally compensate the Contractor.

The Contractor may offer additional or specific warranties beyond that required by this special provision. Such additional warranties will be considered in the evaluation of the Technical Proposals.

### **OUTSOURCING OUTSIDE THE USA**

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

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

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

### **BOOKS AND RECORDS**

The Contractor shall retain all books, records and other documents relative to this Contract for three (3) years after expiration of the last contract term, except that books, records and other documents relating to any items unpaid or in dispute as of the date of expiration of the Term shall be retained for three (3) years after final payment of such amounts. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any said materials during said period.

### **VEGETATION MANAGEMENT**

#### **Pesticides**

To ensure compliance with existing NPDES requirements and to sustain the Department's current approach to vegetation management, the Contractor shall adhere to the following requirements.

The Contractor shall submit for approval a completed "Application for Permit to Apply Pesticides along NCDOT Rights-of-Way." The form shall be submitted to the Engineer 15 business days prior to any pesticide application. The Department shall approve in writing all tree-cutting before operations begin. In addition, for every application, a "Daily Pesticide Application Form for Contractor Applied Products" shall be completed by the Contractor and shall be maintained for the duration of the contract. These logs shall become the property of the Department at the end of the contract period.

Pesticide applicators shall be appropriately licensed by the North Carolina Department of Agriculture and Consumer Services Pesticide Section. A license holder shall be on-site during all applications. A Contractor representative shall be available within a 24-hour timeframe to respond to any questions regarding pesticide applications. The Contractor shall be responsible for all third party claims arising from pesticide applications.

The Contractor shall preserve and protect endangered and threatened species both within and beyond the right-of-way. The Contractor shall follow NCDOT policies regarding Roadside Memorials on Highway Rights-of-Way, Control of Kudzu and Undesirable Vegetation (§136-18(9)), and Cutting Down Trees (§136-18.6). The control of exotic invasive plants is the Contractor's responsibility.

The use of products containing ester formulations is restricted to the period between November 15 and February 15 of each year.

No pesticide shall be used to maintain or open lines-of-sight at outdoor advertising structures or as a component of Selective Vegetation Removal unless otherwise approved in writing by the Engineer. The Department shall retain control of the Outdoor Advertising and Selective Vegetation Removal permitting processes. Any utility encroachments including vegetation removal will also be approved and permitted by the Department.

#### **NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY**

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

- Sericea Lespedeza
- Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

- |                                      |                          |
|--------------------------------------|--------------------------|
| Tall Fescue (all approved varieties) | Bermudagrass             |
| Kobe Lespedeza                       | Browntop Millet          |
| Korean Lespedeza                     | German Millet - Strain R |

Weeping Lovegrass  
Carpetgrass

Clover - Red/White/Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipede grass  
Crownvetch  
Pensacola Bahiagrass

Japanese Millet  
Reed Canary Grass  
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

**Within quarantined area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment

prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

### **Originating in a quarantined county**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

### **LANDSCAPED AREAS**

All landscaped areas in the scope of this project have been identified and inventoried. These areas, or assets, can either be plant beds, reforested areas, or individual trees. These assets will be designated either as a Tier I or Tier II level depending on the level of maintenance required under the provisions of this contract. Ratings and levels of expectations can be found in the rating methodology portion of this contract. A digital copy of these maps will be made available. All other landscaped areas not included on these maps will be considered Tier II locations.



**MINIMUM WAGES**

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting this contract.

**ERRATA**

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

**Division 1**

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

**Division 2**

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

**Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

**Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to ***452-6*** at the top of the page.

Page 4-80, change Pay Item \_\_\_Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

**Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

**Division 6**

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<b><i>Hot Applied Joint Sealer</i></b>	<b><i>1028-2</i></b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

**Division 7**

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

**Division 8**

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

**Division 9**

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

**Division 10**

Page 10-12, near bottom of page add (C) before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute (B) for II, third line, substitute (B)(2) for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

**Division 12**

Page 12-21 Add **1266-2** just before the heading MATERIALS.

**Division 14**

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with *paid for*.

**Division 15**

- Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

**Division 16**

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**Division 17**

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

**END**

**GENERAL**

The Contractor shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall save the State harmless and shall be fully liable for any additional costs and all claims against the State which may arise due to errors, omissions and negligence of the Contractor or its subcontractors in performing the work. The Contractor shall certify any required plans, specifications, estimates and engineering data furnished by the Contractor's team.

All work by the Contractor shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The decision of the Engineer shall control in all questions regarding location, design, and similar questions.

**NO CONTACT CLAUSE**

To ensure that information is distributed equitably to all short-listed Proposers, all questions and requests for information shall be directed to the State Contract Officer through the Interstate Maintenance e-mail address. This procedure precludes any Contractor, subcontractor, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning this Interstate Maintenance Project.

**USE OF TERMS**

Throughout this RFP and all manuals, documents and standards referred to in the RFP the terms Contractor, Bidder, Design-Builder, Design-Build Team, Team, Firm, Company, and Proposer are synonymous.

Throughout this RFP and all manuals, documents and standards referred to in the RFP, the terms NCDOT, Department, Engineer, **Project Manager**, and State are synonymous.

Throughout this RFP and all documents referred to in the RFP, references to the Technical Proposal include all Technical Proposal supplemental information that may be submitted in response to a Best and Final Offer RFP.

**DESIGN REFERENCES**

Design references may be needed during the course of this contract. Any design references developed and published by NCDOT or developed and published by other agencies and adopted for use by NCDOT may be obtained by contacting the Contract Office of the Project Services Unit. Standard prices for materials, which the Department normally sells for a fee, will be in effect. The Contractor is responsible for designing in accordance with the applicable documents and current revisions and supplements thereto.

## DESIGN SUBMITTALS

The Contractor will be responsible for submitting to the Department for approval all design work necessary to make emergency repairs or collision damage repairs except for bridge elements, retaining walls, and culverts greater in size than 54". The Department will provide designs for bridge elements, retaining walls, and culverts greater in size than 54". The Contractor will be responsible for all traffic control plans and shop drawings. Traffic control submittals shall be sealed by a Professional Engineer licensed in the State of North Carolina and submitted in accordance with the document entitled "*Design-Build Submittal Guidelines*", which by reference is incorporated and made a part of this contract. This document is available through the following website:

[http://www.ncdot.org/doh/preconstruct/altern/design\\_build/default.html](http://www.ncdot.org/doh/preconstruct/altern/design_build/default.html)

Design submittals will be reviewed within 10 working days from the date of receipt by NCDOT. All submittals shall be made simultaneously to the Engineer and the State Alternative Delivery Engineer.

## ETHICS POLICY

Employees employed by the Contractor or subcontractors to provide services for this project shall comply with the Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of the Contractor from consideration on future Department contracts.

## **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. § 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

## **APPROVAL OF PERSONNEL**

The Contractor shall not change team members or subcontractors identified in the Technical Proposal without written consent of the Engineer. In addition, subcontractors not identified in the Statement of Qualifications or Technical Proposal shall not perform any work without written consent of the Engineer. Through the life of the contract, the Department will have the right to approve or reject any personnel assigned to the project by the Contractor.

Key Contractor team members, including prime contractor personnel and subcontractors, identified in the Statement of Qualifications shall not be modified in the Technical Proposal without written approval of the Department. Any such request should be sent to:

Randy Garris, PE  
NCDOT- Contract Standards and Development Unit  
Century Center-Building B  
1020 Birch Ridge Drive  
Raleigh, NC 27610

The Contractor or any subcontractor which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons, now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Contractor or its subcontractors shall restrict such person or persons from working on any of the Contractor's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. Former Involvement shall be defined as active participation in any of the following activities:

- Drafting the contract
- Defining the scope of the contract
- Selection of the Contractor
- Negotiation of the cost of the contract (including calculating manhours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section may be justification for removing the Contractor from further consideration for this project and disqualification from submitting on future Department contracts.

## **SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS**

**Technical and / or Price Proposals that do not adhere to all the requirements noted below may be considered non-responsive and may result in the Department not considering the Design-Build Team for award of the contract or reading their Price Proposal publicly.**

**GENERAL**

Technical and Price Proposals will be accepted until **4:00 p.m. Local Time on Wednesday, January 15, 2010**, at the office of the State Contract Officer:

Mr. Randy A. Garris, PE  
Contract Standards and Development  
1020 Birch Ridge Drive  
Century Center Complex Bldg. B  
Raleigh, NC 27610

**No Proposals will be accepted after the time specified.**

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

**TECHNICAL PROPOSAL**

Technical Proposals shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal  
Submitted By: (Contractor's name)  
WBS Number 42784  
Mecklenburg and Cabarrus Counties  
I-85, I-77, I-485 & I-277 Interstate Maintenance Contract  
Technical Proposal Requirements  
15 Copies  
8 ½ inch by 11 inch pages  
Printed on one side only  
Double-spaced  
Font size 11  
**No more than 50 pages**

**PRICE PROPOSAL**

Price Proposals shall be submitted in a sealed package. The outer wrapping will clearly indicate the following information:



Price Proposal  
Submitted by (Contractor's Name)  
WBS Number 40682  
Mecklenburg and Cabarrus Counties  
I-85, I-77, I-485 & I-277 Interstate Maintenance Contract

The Price Proposal shall be submitted by returning the Request for Proposals with the item sheets completed, and all required signatures and bonds. Failure to execute the required documents may render the proposal non-responsive.

### **EVALUATIONS**

Decisions based on cost alone will not establish the maintenance standards for the project. Technical Proposals shall address the elements of the routine maintenance of the project. The Technical Review Committee will consider the understanding of the project, the anticipated problems and the solutions to those problems, in addition to other evaluation criteria identified herein..

The Contractor's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to document the Contractor's understanding of the project, their selection of appropriate subcontractors, and their approach for completing all maintenance and repair activities.

The award of the Interstate Maintenance contract does not in any way imply that the Department accepts or approves the details of the Technical Proposal submitted by the Contractor. The Technical Proposals will be evaluated in each of the following major categories:

<b>EVALUATION FACTORS</b>	<b>POINTS</b>
1. Management	20
2. Responsiveness to Request for Proposal	40
3. Maintenance of Traffic and Safety Plan	20
4. Timeliness Requirements and Tracking	15
5. Oral Interview	5

## **TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **1. Management – 20 points**

#### *Interstate Maintenance Management – 20 points*

- Describe the Contractor's concept of maintenance management. The proposal shall identify key positions and subordinate organizational units. The proposal shall also address overall staffing expectations to ensure that proper and timely maintenance and repair functions are completed. Provide an organizational chart that illustrates the various subcontractors and key personnel.

- Provide a description of the proposed location of the Contractor's office(s) and their respective responsibilities.
- Describe how the Contractor's team will interact with Department personnel, State Highway Patrol, Fire and Rescue, and other agencies as needed.
- Describe the overall strengths of the Contractor's organization, including subcontractors, and their ability to fulfill the requirements of this contract.
- Descriptions of those categories of work that the Contractor anticipates will be self-performed and those categories that will be performed by subcontractors.
- Describe in general terms the resources that the Contractor's team will have or make available for this project.

## **2. Responsiveness to RFP – 40 points**

### ***General - 15Points***

- Describe the Contractor's understanding of the major components and issues surrounding this contract.
- Describe in detail the Contractor's definition of: 1) Capital Improvement, 2) Routine Maintenance. Provide examples of work/projects of each.
- Provide a brief description of the Contractor's philosophy pertaining to: 1) Preventive Maintenance, 2) Reactive Maintenance.
- Provide a brief description of the Contractor's proposed plan for performing maintenance and repairs on the project. This description shall include any items that the Contractor is responsible for that are not specifically mentioned in the RFP.
- Describe any initial condition assessment that the Contractor has performed within the project limits, highlighting those work elements that are viewed as severely below the performance targets contained herein.
- Describe innovative approaches that have been used on other projects or will be used to fulfill the maintenance needs throughout this project.
- Describe the Contractor's philosophy, abilities, and approach to assessing and collecting funds as third party claims.

### ***Quality Management - 15 Points***

- Describe how the Contractor's team will ensure achievement of the performance criteria specified herein. Include a narrative describing the Contractor's understanding of the Department's quality control philosophy.
- Include a Quality Management Plan as discussed elsewhere in this RFP.
- Describe the Contractor's ability to assess maintenance needs, prioritize work activities, and proactively pursue asset improvements.
- Describe the Contractor's approach to overall quality control and quality assurance.
- Describe how the Contractor will track and evaluate their performance.
- Describe the reporting or tracking techniques that the Contractor will use to ensure timely and quality maintenance services on this project.
- Describe the methods the Contractor will use to ensure quality across the large geographic area and diverse traffic conditions across this project.

- Describe any specific approaches, methods, or materials that will be used to provide long-term solutions to maintenance and repair problems in order to minimize the Department's cost after the period of this contract.
- Describe any additional warranties that the Contractor may offer other than those required herein.

***Minority & Women's Business Enterprises and Small Businesses - 5 Points***

- Describe the Contractor's approach to ensuring that MB/WB and Small Businesses will have opportunities to participate in the various aspects of the project.
- Describe the Contractor's commitment to maintaining a high level of MB/WB and Small Business involvement throughout the life of the contract.

***Natural Environmental Responsibility – 5 Points***

- Describe the Contractor's approach to environmental concerns within the project.
- Describe the Contractor's understanding of the overall approach to permitting and their comfort level with obtaining any required permits.
- Describe any Notice of Violations (NOV's) or Immediate Corrective Actions (ICA's) the Contractor has received and the disposition of any NOV's or ICA's.
- Describe the Contractor's approach to Sedimentation and Erosion Control for the project.

**3. Maintenance of Traffic and Safety Plan – 20 points**

***Maintenance of Traffic***

- Describe the Contractor's approach to any traffic control that will be used for each maintenance operation. Describe how traffic will be maintained as appropriate and describe the Contractor's understanding of the traffic control time restrictions noted elsewhere in the RFP.

***Safety Plan***

- Describe the safety considerations specific to the project.
- Discuss the Contractor's overall approach to safety.

**4. Timeliness Requirements and Tracking – 15 points**

- Describe the Contractor's approach to meeting all timeliness requirements within this contract.
- Describe the Contractor's specific approach to the timeliness of emergency response.
- Describe the Contractor's approach to tracking and addressing customer service issues.
- Describe the Contractor's approach to tracking work progress and asset conditions.

**5. Oral Interview – 5 points**

- The Contractor's team shall present a brief introduction of the project team and maintenance approach.
- Introductory comments shall be held to no more than 20 minutes.

- The Department will use this interview to ask specific questions about the Contractor’s background, philosophies, and approach to the project.
- Presentation, questions, and answers shall not exceed 75 minutes. No more than 10 people from the Contractor’s team may attend.
- The Department will use the information presented in the oral interview to assist in the evaluation of the Technical Proposal.

***SELECTION PROCEDURE***

There will be a Technical Review Committee (TRC) composed of five or more senior personnel from involved engineering groups that will evaluate the Technical Proposal on the basis of the criteria provided in the Request For Proposals.

The selection of the contractor will involve both technical quality and price. The Technical Proposals will be presented to the TRC for evaluation. The TRC shall first determine whether the proposals are responsive to the requirements of the Request for Proposals. The Department reserves the right to ask for clarification on any item in the Technical Proposal. A written response to this request for clarification shall be provided to the Department prior to the opening of the Price Proposals. The contents of the written response may affect the Technical Review Committee’s determination of the Technical Proposal’s responsiveness and/or the overall evaluation of the Technical Proposal. If any commitments or clarifications provided in the written response conflict with the contents of the Technical Proposal, the contents of the written response will govern and be incorporated into the contract.

Each responsive Technical Proposal shall be evaluated based on the rating criteria provided in the Request for Proposals. The TRC will submit an overall consensus Technical Proposal score for each contractor to the State Contract Officer.

**Quality Credit Evaluation Factors for Technical Proposals**

Management	20
Responsiveness to Request for Proposal	40
Maintenance of Traffic and Safety Plan	20
Timeliness Requirements and Tracking	15
Oral Interview	5
<b>Maximum Score</b>	<b>100</b>

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal’s overall technical score. The maximum percentage for this project will be **20%**.

### Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	20	89	9
99	19	88	8
98	18	87	7
97	17	86	6
96	16	85	5
95	15	84	4
94	14	83	3
93	13	82	2
92	12	81	1
91	11	80	0
90	10		

**The maximum Technical Score, including any extra credit given for warranties or guarantees, shall not exceed 100 points in determining the Quality Credit percentage.**

If any of the Technical Proposals were considered non-responsive, the State Contract Officer will notify those Contractors of that fact. The State Contract Officer shall publicly open the sealed Price Proposals and multiply each Contractor's Total Price Proposal for "Maintenance Services" by the Quality Credit Percentage earned by the Contractor's Technical Proposal to obtain the Quality Value of each Contractor's Technical Proposal. The Quality Value will then be subtracted from each Contractor's Total Price Proposal for "Total Contract Price" to obtain an Adjusted Price based upon Price and Quality combined. Unless all Proposals are rejected, the Department will recommend to the State Board of Transportation that the Contractor having the lowest Adjusted Price be awarded the contract. The cost of the maintenance contract will be the amount received as the Total Contract Price Proposal. Quality credit percentage will include all bid items in the contract.

The following table shows an example of the calculations involved in this process.

#### An Example of Calculating Quality Adjusted Price Ranking

Proposal	Technical Score	Quality Credit (%)	Total Contract Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
A	95	15	3,000,000	450,000	2,550,000
B	90	10	2,900,000	290,000	2,610,000
C *	90	10	2,800,000	280,000	2,520,000
D	80	0	2,700,000	0	2,700,000
E	70	0	2,600,000	0	2,600,000

\* Successful Contractor – Contract Cost \$2,800,000

## **Opening of Price Proposals**

Prior to opening of price proposals, the Contract Officer will provide to each Proposer their technical score in a sealed envelope. The sealed envelope will contain that Proposer's score only.

At the time and date specified the Contract Officer will open the price proposals and calculate the percentage difference between the price proposals submitted and the Engineer's Estimate.

Should all of the price proposals be within an acceptable range or below the Engineer's Estimate the Contract Officer will proceed to calculate the quality credit and publicly read the price proposal, technical score, and adjusted price as outlined in the selection procedure above.

Should any one or more of the price proposals be within an acceptable range or below the Engineer's Estimate and the remaining price proposals exceed an acceptable range of the Engineer's Estimate the Contract Officer will go to a separate location to calculate the quality credit and determine if the Proposer with the lowest adjusted price is within an acceptable range of the Engineer's Estimate. Should the price proposal of the Proposer with the lowest adjusted price be within an acceptable range of the Engineer's Estimate or below the Engineer's Estimate the Contract Officer will proceed to publicly read the price proposals, technical scores, and adjusted prices. Should the price proposal of the Proposer with the lowest adjusted price exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposals only and the Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Should all price proposals submitted exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposal only. The Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Provided the Department elects to proceed to request a BAFO, at the date and time specified, the Contract Officer will open the BAFO price proposals and proceed to publicly read all price proposals, technical scores and adjusted prices.

## **Best and Final Offer**

In the event initial price proposals exceed an acceptable range of the Engineer's Estimate or if the Department feels it is necessary for any reason the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all of the previously shortlisted teams. Alternately, the Department may choose to redistribute to the shortlisted firms another RFP for the project with no amendments to the RFP scope.

After receipt of the redistributed RFP, the Contractor has the option of changing their Technical Proposal details. If the Contractor changes any component of the Technical Proposal, the TRC will review those amended components of the Technical Proposal and reevaluate the scores accordingly. The Contractor shall highlight the changes to bring them to the Department's attention. A revised total score will be calculated, if appropriate, based on these amendments to the Technical Proposal.

Additional oral interviews will not be held. The Contractor will submit both a revised Price Proposal and a revised Technical Proposal (if applicable) at the time, place, and date specified in the redistributed RFP. A revised Quality Credit Percentage (if required) and Adjusted Price will be determined elsewhere in the RFP. This will constitute the Contractor's Best and Final Offer. Award of the project may be made to the Proposer with the lowest adjusted price on this Best and Final Offer for the project.

**\*\*\* SCOPE OF WORK \*\*\*****OVERVIEW**

The requirements of this contract apply to interstate transportation facilities within the state road right of way. The Contractor shall manage and perform maintenance and repair activities associated with roadways, drainage, structures, roadside, vegetation and aesthetics, traffic services, emergency repairs and as otherwise contained herein. The contractor shall also be responsible for any traffic control, design, shop drawings, and permits required to satisfy the duties required by this contract.

The scope of work for this project shall include the management and performance of maintenance and repair activities on approximately 135 center-line miles of interstate highways. The project will include management and performance of routine maintenance of, and repairs to, I-85, I-77, I-277 and I-485 in Mecklenburg and Cabarrus Counties. Should additional sections of Interstate or Interchanges be added throughout the life of the contract, the Contractor will be responsible for the management and performance of routine maintenance of, and repairs to those sections upon the final acceptance of the construction project by the Department. Anticipated projects are listed in Cooperation between Contractors section of the Project Special Provisions.

These activities shall be performed in accordance with the Manual of Uniform Traffic Control Devices and the North Carolina supplement thereto, NCDOT Maintenance Operations Manual, NCDOT Emergency Procedures Manual, 2006 NCDOT Standard Specifications for Roads and Structures Edition, NCDOT Construction Manual, 2006 Roadway Standard Drawings, Structure Standard Drawings, NCDOT Environmental Handbook, all Design Manuals, all AASHTO design references, NCHRP 350, Sedimentation and Erosion Control for Maintenance (and Construction) Manuals, Best Management Practices for Construction and Maintenance, Guardrail Manual, NCDOT Vegetation Management Manual, Culvert Repair Practices Manual, Drainage Manual, typical Special Provisions, and all other applicable manuals and provisions, which by reference are incorporated and made a part of this contract.

The scope of this contract is not to bring all facilities up to current design standards. However, if an asset must be replaced (e.g. guardrail end units, impact attenuators, sign structures, etc.) then that asset must be replaced in a manner such that current design standards are met.

Areas of work required for this project shall include, but are not limited to, routine maintenance, minor repairs, collision damage repairs, and emergency repairs for the following items as detailed in the Performance Criteria or other provisions contained elsewhere in this RFP:

1. Shoulder and Ditches
2. Drainage
3. Roadside
4. Roadside Appurtenance
5. Traffic
6. Pavement
7. Bridges



The Contractor shall manage all assets within the project limits that are not specifically excluded within this RFP. The Contractor shall perform routine maintenance, minor repairs, collision damage repairs and emergency repair activities as necessary. These maintenance activities will be performed at a frequency that ensures uniform and consistent compliance with the performance criteria and requirements specified herein.

The project limits are further defined as follows:

- (a) All assets located within the controlled access fences of the transportation facilities, unless otherwise stated within.
- (b) All interchanges, crossovers and ramps to the point at which the ramp or loop intersects the crossing facility.
- (c) All overpasses that carry interstate traffic, including bridge deck, superstructure, substructure and channel and slope protection.
- (d) Maintenance of slope protection of all highway bridges over the interstate facilities.
- (e) Repair of any portion of bridges over the interstate facilities necessitated by damage from traffic travelling on the interstates.
- (f) All permanent drainage easements associated with the highway corridor including compliance with any permit requirements.
- (g) All Rest Area and Weigh Station roadways to the back of curb and the roadway drainage system (from entrance ramp through the parking area to exit ramp of the Rest Area).
- (h) Regulatory, Warning, Guide, and Facility (airport, railroad, commuter parking, rest area, welcome center) signs will be the responsibility of the Contractor.

The Department will provide a recent Maintenance Condition Assessment of the existing facilities. In addition, various as-built drawings are available for viewing at the Division 10 office. The Department in no way guarantees the accuracy or sufficiency of these documents and the Contractor shall be fully responsible for verifying the existing asset inventory to their own satisfaction.

## **EXCLUSIONS**

This project specifically excludes:

- (a) Frontage roads
- (b) Repair or maintenance of Railroad and Pedestrian bridges and tunnels
- (c) Fog detection, closed circuit televisions, traffic counters, signal loops, Highway Advisory Radio (HAR) and Changeable Message Signs (CMS) and their structures and associated electronics, power and communication infrastructure.
- (d) Rest Area and Weigh Station Janitorial, Buildings, Equipment, and Grounds Maintenance. Mowing at rest areas to the limit of the gore areas.
- (e) The installation and maintenance of LOGO signs, General Motorist Service signs, and informational safety signs for specific events (e.g. Lowe's Motor Speedway).
- (f) NCDOT will perform Bridge, Culvert, roadside Sign Structure, Over Head Sign, and High Mast Light Pole Inspection in accordance with Department Standards and Specifications. NCDOT will also perform structural analyses when, as a result of routine or incident inspection, significant section loss is observed due to deterioration

or damage. Nothing in this paragraph relieves the Contractor from its responsibility to make repairs deemed necessary as a result of the inspections.

- (g) Maintenance activities covered by a Municipal Agreement as provided by the Department.
- (h) All activities associated with Outdoor Advertising (ODA), Selective Vegetation Removal (SVR), and requests by utility companies to control vegetation with herbicides on the highway right-of-way.
- (i) Wildflower Program and beds
- (j) Right-of-Way Fence
- (k) Incident Management Assistance Patrols
- (l) Critical Finding Notices issued for bridge repairs or rehabilitation
- (m) Bridge decks, superstructure and substructure that do not carry interstate traffic except for emergency repairs.
- (n) Maintenance of noise walls, except for graffiti removal.
- (o) **Capital Improvements** typically include maintenance treatments such as the addition of thick surfacing, or the removal of part of the existing pavement structural layers and the addition of layers to restore or improve structural integrity and to increase the strength of the pavement. It is normally applied at the end of a pavement's structural life, when the pavement's problems are only structural of nature and no quality of service problem is anticipated in the medium to long term. Strengthening activities are divided into the following activity types:

- **REHABILITATION:** Rehabilitation is most effective on pavements that are exhibiting signs of structural deterioration (alligator cracking and rutting, in particular) but not to such an extent that complete reconstruction (removal and replacement of the base and/or sub-base) will be more economical. Rehabilitation could include the reworking (but not removing) of the top 150 mm of the existing pavement to form a uniform surface for the addition of new pavement layers. Rehabilitation increases the structural capacity of the pavement to a condition that is very near or equal to that of an equivalent new pavement.
- **RECONSTRUCTION:** This is the removal of part (both bound and unbound layers) or all of the existing pavement layers and the construction of a new pavement. Reconstruction is appropriate when the pavement has structurally failed and the subgrade requires strengthening (including subdrainage construction) in order for the new pavement to perform properly. Since reconstruction consists of the removal of the structure of the existing pavement, it offers the opportunity to correct subgrade or base deficiencies, to slightly adjust the vertical geometry, to add drainage structures, etc. These options are not viable when the pavement is only rehabilitated. Reconstruction increases the structural capacity of the pavement to a level that is required for the medium to long term.
- **BRIDGES:** This refers to the activities related to strengthen an under designed bridge to enable it to carry the required design loads.

(p) **Level of Service Improvements** comprises activities that aim to improve the quality of service on roads with adequate remaining pavement structural life, but with an unacceptable quality of service. Improvements are normally applied to roads experiencing an unforeseen growth in traffic due to change in use of the road. These include measures of improving quality of service on existing roads such as relieving traffic congestion, road safety, road passability, etc. Improvement activities are divided into the following activity types:

- **CAPACITY:** This comprises activities that retain the existing pavement, but increases the width over the total length of the section. These include partial widening and lane addition.
- **ALIGNMENT:** This comprises activities that change the road geometry for part of a section, but that retain some of the existing pavement structure. These include local geometric improvements, and intersection improvements.
- **BRIDGES:** This comprises activities that retain the existing bridge, but increases the width over the total length of the bridge. It also include all work related to improve the horizontal and vertical clearances over and under the bridge.

## **DEFINITIONS**

**Routine Maintenance** is the restoration of an asset, including all its appurtenances, to meet acceptable performance criteria as contained herein. Routine maintenance also includes all preventive maintenance activities.

Routine maintenance is further defined as those treatments that are applied to a pavement, in order to keep the pavement functioning properly. As such, routine maintenance is sometimes referred to as “reactive maintenance.” This suggests that it is work that is performed as a reaction to a specific distress. Routine maintenance is performed on pavements as they begin to show signs of deterioration, but is generally considered to be a wasted effort on pavements that are severely distressed.

Filling a pothole is an example of a routine maintenance activity: It cannot be scheduled before the pothole appears and it should not be left unattended once the pothole has developed. However, if there are too many potholes present, a more comprehensive repair may be needed. In addition to pothole repair, routine maintenance treatments applied to pavements include edge patching, crack sealing and filling, and shoulder repair. Routine maintenance activities are divided into the following activities types:

- **NON PAVEMENT:** These include all the activities that are accomplished outside of the road surface, like clearing side drains & culverts, vegetation control, line-marking, road signs repair, guard rail repair, shoulder and ditch maintenance, etc.
- **PAVEMENT:** These are activities responding to minor pavement defects caused by a combination of traffic and environmental effects, for example, crack sealing, patching, and edge repair.

**Preventive Maintenance** activities are periodic maintenance treatments ideally applied on pavements prior to their manifestation of distresses. These treatments are intended to prolong the

life of a pavement by restoring (or maintaining) desirable properties while such measures are still cost-effective. Preventive maintenance can delay future deterioration, or correct existing distresses, therefore they can be classified in preventive or corrective (reduce deterioration progress, or correct existing deterioration producing a step in the distress curve). Preventive maintenance activities are divided into the following activity types:

- **PREVENTIVE TREATMENTS:** This is the addition of a thin film of surfacing to improve surface integrity and waterproofing without increasing the strength of the pavement. Preventive maintenance treatments are most effective when they are applied to a surface that is intact (i.e., free from significant cracking or disintegration). Preventive treatments are not an effective means of addressing structural deterioration such as rutting and alligator cracking.
- **SHORT OVERLAYS:** This is the addition of a thin surfacing to improve surface integrity and waterproofing, or to improve skid resistance, without increasing the strength of the pavement significantly. They are sometimes referred to as “functional overlays,” as they are intended to restore or enhance the ability of the roadway to serve its purpose (function), but do not increase the load-carrying capabilities of the structure.

**Minor Repairs** are defined as repairs to return an asset to a structurally sound condition (e.g., no loss of strength, functionality), but may have minor section loss, cracking, etc. Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damaged component.

**Collision Damage Repairs** are defined as any repairs necessitated by collision of any type vehicle with a portion of the transportation facilities. Generally these will include third party claims to which the Contractor will be entitled as indicated elsewhere in this RFP.

**Emergency Repairs** are defined as those repairs necessitated by a natural disaster or as deemed necessary through exposure via a routine inspection by either the Contractor or the NCDOT. Some of these will include third party claims to which the Contractor will be entitled as indicated elsewhere in this RFP.

As with routine maintenance, emergency repairs are classified as “reactive” road activities due to unplanned circumstances. These circumstances are the result of natural phenomena such as flash floods, or damage caused due to accidents. Emergency Repairs are divided into the following activity types:

- **NON PAVEMENT:** This comprises activities undertaken to clear a road that has been cut or blocked. Included under here are traffic accident removal, clearing debris, and repairing washouts.
- **PAVEMENT:** This normally involves the repair of selected pavement areas that fail due to latent defects, thus enabling the rest of the pavement to achieve its anticipated design performance or life.
- **BRIDGE:** This normally involves the repair of selected bridge elements that fail mostly due to latent defects, thus enabling the rest of the bridge to achieve its anticipated design performance or life.

Note: The contractor is required to perform the aforementioned activities of routine maintenance, preventive maintenance, minor repairs, collision damage repairs, and emergency repairs. In the event the contractor does not adequately perform these activities resulting in the

deterioration of an asset beyond its structural integrity or functionality, the contractor will be required to perform additional activities (i.e. capital improvements) to obtain structural integrity and/or functionality of the deteriorated asset.

Typical routine maintenance activities that may be performed are shown below. This list of activities **is not intended to be all inclusive** as other activities may be needed in order to meet the specified performance criteria. This list contains the Departments standard maintenance work functions; portions of the work function descriptions may not be required.

2712	Office Engineering	HR	Office Engineering activities including, but not limited to, engineering design of Asset items damaged by either vehicle accidents or natural disaster.
2714	Assessments and Inspections	HR	Employees engaged in field and office assessments and inspections of various highway assets, inspections are utilized to observe asset defects and plan and organize work activities.
2800	Single Seal	SY	Application of one layer of asphalt emulsion followed by the application of one layer of aggregate material, which is subsequently rolled.
2802	Double Seal	SY	Application of two alternating layers of asphalt emulsion and aggregate material, beginning with an asphalt emulsion layer. Once in place, layer(s) are rolled.
2804	Triple Seal	SY	Application of three alternating layers of asphalt emulsion and aggregate material, beginning with and asphalt emulsion layer. Once in place, layer(s) are rolled.
2806	Slurry Seal	SY	Re-treatment of full surface width of a continuous section of roadway and/or shoulder surface with a thin (1/8 inch to 3/8-inch thickness) asphalt mixture of emulsion, fine aggregate and mineral fillers (Type I, II or III). Treatment is used to seal minor cracking, replace surface fines and fill in slight imperfections to extend the pavement life.
2808	Specialty Seals	SY	Application of seals including, but not limited to cape seals, macrosurfacing, etc.
2810	Microsurface	SY	Re-treatment of partial or full surface width of a continuous section of roadway with a thin (3/8 inch to 1 inch thickness per layer) asphalt mixture of polymer-modified emulsion, fine aggregate and mineral fillers. Treatment is used to fill in ruts, seal minor cracking, provide a friction surface and fill in minor surface imperfections to extend the pavement service life. If treatment is placed in multiple lifts, the work accomplished should only be reported once for the total surface area re-treated.
2812	Hot Mix Asphalt Overlay	T	Resurfacing of a full width of a continuous section of asphalt or concrete roadway with an overlay of hot mix asphalt by mechanical spreader. Includes leveling of cross-section irregularities.
2814	Pavement Widening	T	Widening of roadway surface with asphalt including base where the widened portion becomes part of the travel way or shoulder. Also includes any back sloping, shoulder widening and necessary clearing, grubbing and disposal of any surplus material associated with the widening.
2816	Asphalt Pavement Repair /	SY	Asphalt surface patching or spot replacement with hot or cold mix asphalt materials, spray injection or AST patching with or without mechanical spreader. Includes

	Patching		pothole patching and repair of bridge approach surfaces. Also includes removal and disposal of unsatisfactory material.
2818	Full Depth Asphalt Pavement Repair	T	Repair of base or subgrade failure under asphalt surfaces by excavation and replacement of unsatisfactory material and wearing surface with hot mix asphalt or AST. Include removal and disposal of unsatisfactory material.
2820	Milling/Grinding Asphalt Pavement	SY	Milling or grinding asphalt pavement, including removal and disposal of surplus materials. Not to include a leveling course of plant mix asphalt.
2822	Maintenance of Cracks and Joints in Pavement	LML	Routing, cleaning, filling of joints and/or cracks in Portland cement or asphalt pavement surfaces including edge joint with paved shoulder. Also includes trimming, burning, or blotting of excess material.
2824	Concrete Pavement Repair	SY	Replacement or patching of jointed and continuously reinforced PCC pavement and hot mix asphalt. Including temporary patching or potholes and/or leveling, jacking or under sealing PCC roadway surface by pumping material under slabs.
2900	Grass Mowing	SHM	Clean-up mowing by machine of a grass-covered median, island, shoulder, slope, or other areas of the right of way.
2904	Turf Management	ACR	Broadcast herbicide application on cool and warm-season roadside turf grass for growth regulation, seedhead suppression, pre-emergent and post-emergent broadleaf weed control, and control of annual and perennial problem grasses.
2906	Control of Invasive and Aquatic Species	ACR	Application of herbicide for the control of Kudzu, Japanese Knotweed, or other problem invasive weed species, as well as undesirable aquatic vegetation.
2908	Brush and Tree Control /Herbicides	SHM	Application of herbicide on woody vegetation. Includes treatment of brush or other undesirable vegetation on or along fences and dormant stem treatment.
2910	Manual Brush and Tree Control	SHM	Manual cutting or removal of large brush and trees in the right of way. This would include the elimination of a blind curve or blocked sign by vegetation control. Trimming of a tree and disposal.
2912	Brush and Tree Control / Mechanical/ Other	SHM	Machine clearing of woods vegetation by the use of heavy duty mowers with extension arms, such as the motor grader mower, contour mower or similar machinery, to clean beyond the limits of clean-up mowing or to supplement clean-up mowing.
2914	Vegetation Management at Stationary Objects	LF	Manual clearing and/or herbicidal control of undesirable grass, weeds, underbrush, and small woody vegetative growth. Includes control of vegetation at barriers, guardrails/cable guiderails, as well as on all types of paved or prepared surfaces.
2916	Roadside Vegetation Enhancement	SY	Initial planting and maintenance activities for enhanced roadside areas, including but not limited to plant beds/ornamental trees and shrubs, daylilies and other bulb-type plantings, wildflowers, native grasses/vegetation, clear zone improvement project areas, buffer screens and tree reforestation. Also includes wildlife habitats, endangered species, the use of recycled/organic soil amendments in these types of plantings, and fire-ant control. This function excludes Rest Areas/ Welcome Centers and other State Facilities.

2918	Seeding and Mulching and Fertilization	ACR	Seedbed preparation and application of lime, seed and initial fertilizer with Commercial or organic sources; straw-mulching and appropriate tacking agent and/or BFM's, sprigging, sodding, sod-seeding, repair seeding, and follow up fertilizer topdressing. Includes ditch protection operations, installation, maintenance, or repair of any type of erosion control matting/blankets, including staking and appropriate tacking agent.
2920	Rest Areas & Welcome Centers Operations	DOL	Maintenance of the travelway, parking, and drainage within the rest-area facility. Excludes sidewalks, grounds, and lighting.
2922	BMP Retrofits	EA	Track construction and operational costs for BMP retrofits that are being installed as a requirement of the Department's NPDES permit.
2924	NPDES Mntc and Installation of Strmwtr BMPs	EA	Maintenance and installation of stormwater BMPs to satisfy NPDES permits.
2926	Maint of Strmwtr BMPs	EA	Track actual maintenance expenditures for BMPs that are installed as part of various construction projects as required by 401 Certifications, buffer requirements, or state stormwater regulations.
3102	Removal of Hazards/Debris From ROW	HR	Includes clearing, removal, relocating, and/or disposal of any and all debris from ROW.
3104	Litter Removal	SHM	Removal and disposal of refuse such as cans, bottles, paper, and trash from within the right of way.
3108	Drainage Ditch Maintenance	SHM	Repair, Maintenance, Reshaping of side ditches or slopes. Includes removal and disposal of surplus material. Also includes all erosion control measures including minor seeding and mulching.
3110	Beaver Control	DOL	All costs related to the control of beavers. To include dam removal, damage repair, trapping, training, and any other required activity.
3112	Shoulder Maintenance / Reconstruction	SHM	Repair, Maintenance, Reshaping of unpaved shoulders. Includes furnishing material and hauling and/or disposal of material. Also includes all required erosion control measures.
3118	Install Barriers	LF	Installation of traffic barriers or guardrails. Includes concrete barriers, cable guardrail, steel beam guardrail and all associated components.
3120	Repair / Maintain Barriers	LF	Maintenance, repair of traffic barriers or guardrails. Includes concrete barriers, cable guardrail, steel beam guardrail and all associated components.
3122	Maintenance Repair and Replacement of Attenuators	EA	Installation, inspection, maintenance, repair or replacement of impact attenuators.
3126	Install Pipes (<=48")	LF	Installation, replacement of pipe culvert, furnished residential driveway pipe. Includes excavation, all necessary base/ pavement repairs. Also includes all erosion control measures including seeding and mulching. Also includes the installation of pipe liners.
3128	Maint/Repair Pipes (<=48")	EA	Maintenance or cleanout of pipe culverts. Includes foundation material, backfilling, and necessary base and pavement repairs and end treatment. Includes necessary clearing, grubbing and disposal of surplus material.

3130	Install/ Maintain / Repair of Misc. Drainage Structures	EA	Installation, construction, maintenance of pipe or aggregate underdrain, shoulder drain and downspouts, paved ditches, endwalls, curb, curb and gutter, manhole, drop inlet, catch basin. Includes excavation, backfilling and necessary base and pavement repairs.
3132	Sweep / Wash Roadway	SHM	Sweeping and/or washing the roadway with a truck or tractor mounted sweeper.
3216	Channelization	EA	Installation, maintenance, modification or replacement of channelization islands.
3218	Curb and Gutter Inst and maint	LF	Installation, maintenance, modification or replacement of curb and gutter.
3220	Preline	LF	All costs associated with a prelining operation
3222	Long Line Painted Pavement Markings	LF	The marking or remarking of pavement marking with paint for centerline or barrier lines, lane lines and edgelines onto new, existing or retreated pavements.
3224	Pavement Marking Removal	LF	The removal and disposal of any existing pavement marking material.
3226	Long Line Specialty Material Pavement Markings	LF	Installation of specialty material (I.e. thermoplastic, epoxy), centerlines, barrier lines, lane lines and edgelines onto new, existing or retreated pavements.
3228	Words and Symbols - Painted	SF	Marking or remarking of curb painting, pavement arrows, stop bars, crosswalks, Word markings and symbols for school and railroad crossings, and any misc marking with paint on a new, existing, or retreated pavement. Painted reflectivemarkings on bridges are included.
3230	Words and Symbols - Specialty Materials	SF	Marking or remarking of curb painting, pavement arrows, stop bars, crosswalks, and any misc marking with specialty material (i.e. applied epoxy, pliant polymer, applied plastic) on a new, existing or retreated pavement. Painted reflective markings on bridges are included.
3232	Install / Replace Pavement Markers	EA	The installation, repair, and replacement of all retroreflective raised or recessed pavement markers, lens, or castings.
3244	Temporary Traffic Control	HR	The installation, maintenance and repair of temporary detour signs, barricades, drums, cones, arrow boards, and portable message signs for scheduled detours and road closures.
3250	Install / Replace Ground Mounted Signs	SF	The installation or replacement of ground mounted signs including, replacement of sign assemblies, overlays, trailblazing, delineators, and historical markers including the construction of any footing or foundation.
3252	Repair Ground Mounted Signs	EA	The repair of ground mounted signs, including sign face cleaning, post straightening, bolt replacement, repair and inspection of sign assemblies, overlays, trailblazing, delineators, and historical markers.



3254	Install / Replace Overhead Signs	SF	The installation or replacement of overhead signs including overlays, and/or the construction of any footing or foundation..
3256	Repair Overhead Signs	EA	The repair of overhead signs and/or overlays including sign face cleaning, bolt or Rivet replacement.
3302	Maintain / Repair NON NBIS > 48" up to NBIS Structures	LF	Maintenance or repair of pipe culverts greater than 48" in diameter. Includes excavation, foundation material, backfilling and necessary base and pavement repairs and repairs to end treatment. Also includes the cleaning out of pipe and box culverts. Also includes the installation of pipe liners. Does not include any work done to National Bridge Inspection Standards (NBIS) Structures.
3306	Maintain Concrete Superstructure Components	SF	Maintenance or Repair of any Concrete Bridge Superstructure element and includes either reinforced or pre-stressed items. Maintenance or repair to reinforced or pre-stressed concrete beams, box beams, diaphragms, girders, or other miscellaneous concrete superstructure element due to deterioration. Includes installing saddles, curtain walls or any other superstructure bridge element. Includes concrete barrier rail maintenance and repair.
3308	Maint. Of Steel Plate Bridge Joints	LF	Miscellaneous repairs to steel expansion joints such as grouting anchors, fabricating, welding additional anchors, replacing springs, bolts, etc. Includes finger joints.
3310	Maintenance/R epair/Replacem ent of Standard Bridge Expansion Joints	LF	Maintenance, Repair, Replacement or Cleaning of standard bridge deck expansion joints including compression seals, pourable joints, joints with closed cell foam material or other miscellaneous expansion joints. Includes cleaning joints, removal and replacing existing compression joint seals or poured material with close cell foam material and replacement of expansion material in pourable joints with compression seals.
3312	Maint/Replace/ Repair Modular Bridge Joints	LF	Maintenance, Repair, or Replacement of Modular Bridge joints. Includes total replacement or miscellaneous repairs to various prefabricated expansion joint devices.
3314	Maintain Steel Superstructure Components	LF	Maintenance or Repair of any Steel Bridge Superstructure element. Maintenance, repair, or replacement of steel beams, stringers, floor beams, diaphragms, steel truss members, or other miscellaneous steel superstructure elements due to deterioration.
3318	Maint to Concrete Handrail	LF	Maintenance or repairs to concrete bridge handrails, posts, and post brackets due to poor condition, or damage. Includes repair with concrete and painting with a reflective coating.
3320	Maint to Aluminum Handrail	LF	Maintenance or repairs to aluminum bridge handrails due to poor condition, or damage.
3322	Maint to Steel Handrail	LF	Maintenance or repairs to steel bridge handrails, posts, post brackets, and steel curbs. Includes maintenance painting, replacement of bolts, etc.
3326	Maintain Concrete Deck	SF	Removal of deteriorated concrete and repair of concrete bridge floors. Also includes the application of epoxy seals and crack sealing.
3332	Maint Drainage System - Bridge	LF	Miscellaneous repair of drainage system due to deterioration and clogging. Includes cleaning debris from deck drains; cleaning and repair of deck scuppers; cleaning, repair, or partial replacement of closed pipe drainage systems, etc.

3334	Bridge Bearings	EA	Maintenance, repair, replacement, or servicing of all types of bridge bearings. Includes POT, fixed, elastomeric, or any other type of bridge bearing.
3348	Maintain Concrete Substructure Components	LF	Maintain, Repair or Replacement of Concrete Bridge Substructure items. Includes miscellaneous repair or replacement of reinforced or pre-stressed concrete piles/columns, caps due to deterioration. Includes removal and replacement of substructure items, including patching, sealing, epoxy injection guniting, crack sealing or jacketing of piles or columns/caps or driving additional piles, etc.
3350	Maint R C Wings and Walls	SF	Repairs to reinforced concrete walls-wing, breast, head, retaining including patching, crack sealing, tiebacks, etc.
3352	Maint Slope Protection	SF	Repairs to slope and shore protection devices including concrete and stone riprap, timber, steel, and concrete sheeting, and the placement of flow able fill. Also, includes placing additional shore protection devices such as driving sheeting at end bents
3353	Maintenance or Repair of Concrete Bridge Approach Slab	EA	Replacement, repair, or maintenance of bridge approach slab. Includes mudjacking, or backfilling voids under the slab.
3354	Maintain Steel Substructure Components	LF	Maintain, Repair or Replacement of Steel Bridge Substructure items. Includes miscellaneous repair or replacement of steel piles/columns, caps due to deterioration. Includes removal and replacement of substructure steel items, including strengthening, placing cathodic protection system, repairs to steel bracing, or jacketing of piles or columns with concrete or driving additional piles, etc. Does not include painting.
3358	Graffiti Removal	SF	Removal of Graffiti from any visible surface within selected routes. This includes; Noise Walls, Bridge Appurtenances, Concrete Barriers, etc.
3360	Maintenance of Structural Walls & Tunnels	SF	Maintenance or repair of structural walls or tunnels, including any repairs to Mechanically Stabilized Earth (MSE) walls or rubble masonry walls or wing walls, breast walls, or piers.
3366	Drift and Debris Removal	HR	Removal of all debris obstructing normal channel flow. Includes removal of debris from concrete and metal culverts. Includes all cost associated with the removal and appropriate disposal of debris.
3368	Installation and Replacement of NBIS Pipes and Culverts	LF	Installation or replacement of pipe & box culverts that qualify as structures under the National Bridge Inspection Standards (NBIS), and includes replacement of pipe culverts, and extensions to existing pipe culverts. Includes excavation, foundation material, backfilling and necessary base and pavement repairs and end treatment.
3370	Maintenance and Repair of NBIS Pipes and Culverts	LF	Maintenance or Repair of pipe or box culverts that qualify as structures under the National Bridge Inspection Standards (NBIS). Includes excavation, foundation material, backfilling and necessary base and pavement repairs and repairs to end treatment. Also includes the cleaning out of pipe and box culverts. Also includes the installation of pipe liners.
3376	Clean/Wash Bridge Decks	SF	Sweeping and washing of bridge decks.

## **WORK PLANS AND REPORTS**

The following plans are required of the Contractor at various times during the contract. Failure to submit any of the required documents listed below will result in an impact to the monthly payments to the Contractor until the acceptable documents are received by NCDOT.

### **Quality Management Plan**

A Quality Management Plan shall be delivered as a part of the Technical proposal. The Quality Management Plan shall describe in detail how the Contractor shall monitor its own performance to ensure that the Performance Criteria are to be achieved. The Quality Management Plan shall define the procedures to ensure that all work meets or exceeds the Performance Criteria contained herein. The Quality Management Plan shall incorporate reporting procedures compatible with the NCDOT's Maintenance Management System (MMS) to ensure approval of proposed work, services and products.

### **Quality Management Reports**

The Contractor shall furnish electronic quality management reports, prepared as a result of the Quality management plan monitoring. These reports will compare the annual work plan to the actual work accomplished for each element, for the six month assessment period. This report shall be provided by the 15<sup>th</sup> of the following month after each assessment period.

### **Annual Work Plan**

No later than 60 days after the Notice of Award, the Contractor shall deliver to the Department an Annual Work Plan, in form and substance satisfactory to the Department, covering the first calendar year of the contract period. The Annual Work Plan shall be broken down by month and by work element, and shall describe the expected work for the upcoming year. The Annual Work Plan shall include a budget broken down by work element. In preparing the Annual Work Plan, the Contractor shall consult and coordinate with appropriate Department staff, as necessary. An Annual Work Plan shall be presented to the Department no later than the 1<sup>st</sup> of January, each year for the duration of the contract. The new Annual Work Plan shall also include expenditures for each work element for the prior year. In lieu of actual dollars expended, the expenditures for each work element shall be shown as a percentage of the total expenditures for that year. The Annual Work Plan may be revised as a result of the assessment.

## **Monthly Report**

No later than the 15<sup>th</sup> of each month, the Contractor shall deliver to the Department a Monthly Report covering the prior month's activities and accomplishments. The Monthly Report shall quantify all work accomplished by unit of measure for each specific element type and current Department function codes, reported by location, and county. The information shall also include mile marker, direction, GPS coordinates, length, size, type and resulting condition. This report shall be delivered in an electronic format compatible with the NCDOT Maintenance Management System (MMS). The Contractor is not responsible for interacting with the MMS other than to provide the above information in a format compatible with MMS. The Department will provide the typical format that shall be used upon award of the contract.

The Contractor shall also provide monthly expenditures for each subcontractor to include MB/WB and Small Business Enterprises. Also, the Contractor shall provide monthly expenditures for reimbursable third party claims.

## **Monthly Work Plan**

The Contractor shall provide a detailed Monthly Work Plan by the first working day of the month. The Work Plan shall designate the intended work to be performed during the month. The Contractor shall include any planned lane closures in this Work Plan. The Contractor shall meet with the Engineer weekly to review Work Plan.

## **Emergency Response Plan**

The Contractor shall prepare and furnish to the Department for its review and approval an Emergency Response Plan within 30 days after the Notice of Award. This plan shall outline the Contractor's response procedures in the event of an emergency, collision damage, and adverse weather conditions including hurricanes, rain, snow, ice, flooding and fog. The plan shall address the Contractor's coordination procedures with the Department, the State Highway Patrol and other emergency personnel during emergency events.

## **EMERGENCY PREPARATION RESPONSE**

In the event of a natural or manmade disaster in the Charlotte area, the contractor shall cooperate with the Department and participate in disaster exercises. The contractor may also be required to furnish its forces (to include subcontractors) to supplement the Department's forces. Typical disaster exercises would include, but not be limited to, hurricane preparedness exercises, evacuation planning and evacuation drills or table top exercises. Contractor personnel would be expected to participate in the planning and table top drilling of these events at no additional charge to the Department.

In the event that the Department directs the contractor to mobilize services or equipment during a drill or an actual event, such services and equipment will be deemed as Extra Work and paid for in accordance with Article 104-8(A) of the Standard Specifications. In the event of a Federal

Declaration disaster, all reimbursement to the contract will be in accordance with the Damage Reimbursement Section of the Project Special Provisions in this contract.

### **INCIDENT RESPONSE**

The Department will continue to utilize existing Incident Management Assistance Patrols during this contract. The Contractor will not be responsible for responding to abandoned vehicles, traffic accidents, or other shoulder or lane-blocking incidents except as may be set forth elsewhere in this RFP.

The Contractor shall immediately notify the Department's MRTMC and the Engineer of all traffic slowing incidents that are discovered during the course of their work or are caused by the Contractor's operations.

### **PERMITS**

The Contractor is responsible for preparing all documents and obtaining any and all permits, including those for navigable waterways, necessary to complete the work required in this contract.

### **TRAFFIC CONTROL**

The Contractor shall maintain traffic in accordance with the 2006 Standard Specifications, Roadway Standard Drawings, the Manual of Uniform Traffic Control Devices (MUTCD), the NCDOT Supplement to the MUTCD, and the following provisions:

#### **Traffic Control Plan (TCP)**

Prior to commencing an activity that will restrict or divert traffic, including lane closures and detours, the Contractor shall prepare, and furnish to the Department for review and approval a Traffic Control Plan. Lane Closures are required in accordance with the 2006 Standard Specifications, Roadway Standard Drawings, the Manual of Uniform Traffic Control Devices (MUTCD), the NCDOT Supplement to the MUTCD unless you obtain approval from the Engineer. A standard Traffic Control Plan may be prepared and pre-approved for each typical operation. The NCDOT Work Zone Traffic Control Unit website contains information necessary for the proper development of these plans. In addition, standard traffic control plans for typical operations may be available for use.

As required by the approved TCP, the Contractor shall provide, install, maintain such temporary barrier, pavement markings, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public, and as required by the Traffic Control Plan and the Manuals, Standards and Procedures.

#### **Notification of Planned Work**

Planned lane closures shall be included in the Monthly Work Plan. In addition, the Contractor shall notify the Engineer, the MRTMC, and update the Travelers information Management Systems (TIMS) at least 8 hours before a planned lane closure is installed and notify the designated MRTMC and update TIMS within 30 minutes after the planned lane closure is removed. If the Contractor is found to have installed a lane closure without notifying MRTMC,

NCDOT may require the Contractor to immediately remove the lane closure and may require the Contractor to refrain from installing all planned lane closures until such time as the Contractor can demonstrate to NCDOT that the Contractor can fully comply with these notification requirements.

### **Time Restrictions**

No road closures are allowed unless authorized by the Engineer. The time restrictions listed below apply to planned lane and shoulder closures only. The Contractor shall not install, maintain or remove any traffic control device required for narrowing or closing a lane or shoulder during the times listed below. Lane closures for emergency response are not subject to these time restrictions. **An intermediate contract time applies to lane narrowing, lane closing, shoulder closing, and holiday and event restrictions.**

### **HAZARDOUS WASTE REMOVAL**

The Contractor shall dispose of, or cause the disposal of dead animals, and all waste, residue, debris, materials and supplies (including paints, herbicides and chemicals), foliage clippings, and other waste materials produced or generated by the Contractor under this contract.

The Contractor shall use, contain, store and dispose of all hazardous substances employed in connection with this contract in accordance with all applicable Federal, State and Local Laws, Regulations and Ordinances.

Unknown hazardous materials that may exist with the project limits will be handled in accordance with Article 107-26 of 2006 Standard Specifications.

With respect to Asset Maintenance Services relating to bridge structures that have existing coatings that include Hazardous Substances, such as lead, chromium and cadmium, the Contractor shall, where required, remove, handle, store, transport and dispose of such Hazardous Substances in accordance with applicable Federal, State and Local Laws, Regulations, and Ordinances.

### **CLEAN-UP MOWING**

**Description of the Work** - The work includes clean-up mowing and guardrail and roadside appurtenances trimming, on I-77, I-85, I-485 and I-277 in Mecklenburg County and I-85 in Cabarrus County. Mowing is not Performance Based and shall be performed as follows:

#### **General**

The Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. At least one (1) English speaking employee must be on site at all times. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. While on duty, Contractor's personnel shall

work consistently on the duties as described herein. The Contractor shall at all times have a supervisor with the mowing crews.

Trimming will be performed along all guardrails, plant beds, sound walls and to the bottom of roadside ditches adjacent to these areas where not accessible with tractor or extension arm mower. As well as all areas in front of directional or informational signs.

The Contractor or his employees shall not pile dead grass clippings on drainage structures within the right-of-ways. If this condition is found, it will be the Contractor's responsibility to remove said vegetation and clean the interior of the drain that was covered. If the Contractor fails to clean the area in question, then NCDOT will have the area cleaned and deduct the cost from the Contractor next invoice.

If after the Contractor finishes a section and the next review finds damages to any of NCDOT's assets, it will be the Contractor's responsibility to make repairs and replace in kind to NCDOT standards at no cost to the Department.

The Contractor shall complete mowing one (1) area prior to moving to the next. For example, the contractor will not be allowed to mow all of I-485 outerbelt shoulder without mowing the median and innerbelt shoulder as you progress around the loop.

In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of cleaning cycle will be deleted from the appropriate list at the direction of the Department. The section(s) of roads deleted may be re-entered at the first scheduled cycle following completion of the road rehabilitation or improvement project.

### **Inspection**

All work shall be subject to inspection by the Engineer at any time. Routinely, the engineer or designated representative will make periodic (next day) inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

### **Basis of Acceptance**

It is intended that the work will be completed in a neat, workmanlike manner. Gapped, rolled down, or uncut areas will not be considered acceptable. The contractor will be required to re-mow unacceptable areas, at no additional cost to the Department.

The Contractor or his employees shall not pile dead grass clippings on drainage structures within the right-of-ways. If this condition is found, it will be the Contractor's responsibility to remove said vegetation and clean the interior of the drain that was covered. If the Contractor fails to clean the area in question, then NCDOT will have the area cleaned and deduct the cost from the Contractor next invoice.

If after the Contractor finishes a section and subsequent inspections reveal damages to any of NCDOT's assets, it will be the Contractor's responsibility to make repairs and replace in kind to NCDOT standards at no cost to the Department.

#### **Basis of Payment and Method of Measurement**

The quantity of clean-up mowing will be paid for at the contract unit price per shoulder mile for mowing of the respective routes.

Shoulder mile unit prices will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, and tools.

Highway mileages for clean-up mowing will be determined from NCDOT county maintenance maps, except in the case of dispute or obvious error, when actual mileage shall be measured. Normally, one map mile of two-lane or multi-lane undivided highway shall equal two (2) shoulder miles, and one map mile of multi-lane divided highway with grassed median shall equal four (4) shoulder miles, one map mile of multi-lane concrete median barrier wall divided highway shall equal two (2) shoulder miles

#### **Intermediate Completion Times: I-77 and I-85**

Should the Contractor fail to complete the work in a timely manner (6 weeks per cycle), NCDOT reserves the right to complete the work and back-charge the Contractor for said work or assess a Liquidated Damage penalty of Two Hundred and Fifty Dollars (\$250.00) per day whichever is greater.

#### **Intermediate Completion Times: I-485**

Should the Contractor fail to complete the work in a timely manner (6 weeks per cycle), NCDOT reserves the right to complete the work and back-charge the Contractor for said work or assess a Liquidated Damage penalty of Two Hundred and Fifty Dollars (\$250.00) per day whichever is greater.

#### **Intermediate Completion Times: I-277**

Should the Contractor fail to complete the work in a timely manner (4 weeks per cycle), NCDOT reserves the right to complete the work and back-charge the Contractor for said work or assess a Liquidated Damage penalty of Two Hundred and Fifty Dollars (\$250.00) per day whichever is greater.

When mowing operations encroach on travel lanes and a truck mounted impact attenuator (TMIA) is used, the TMIA shall pass the NCHRP 350 Test Level III (62.5 mph) crash test for work zone traffic control devices.

Use Truck Mounted Impact Attenuators, which are on the North Carolina Department of Transportation's Approved Products List or are Traffic-qualified by the Traffic Control Section. For more information on the Traffic-qualification process, contact the Traffic Control Section at Century Center Building B, 1020 Birch Ridge Dr, Raleigh, NC 27610, 919-250-4151, or see the approved products list on NCDOT web site at:



“www.doh.dot.state.nc.us/preconstruct/traffic/congestion/TC/products.htm”

No additional compensation will be made for this mowing. At the contractor’s option, and subject to the approval of the Engineer, the contractor may propose other methods or mower configurations, widths, etc. to mow the median shoulder in lieu of providing Traffic Control Devices; however, no additional compensation will be provided as it will be considered clean up mowing.

Mowing Height for this contract shall be 6 inches for I-77, I-85 and I-485.

Mowing Height for this contract shall be 4 inches for I-277.

Recommended Equipment I-77 & I-85: 60” - 90” Mowers  
15' Mowers

I-485: 60” - 90” Mowers  
15' Mowers

I-277: Zero Turn Mowers or comparable finish mower

Mowing operations shall be conducted so as to avoid collected bags of litter or other large items.

It shall be the Contractor’s responsibility to have available, prior to award of Contract, sufficient equipment and personnel to perform the mowing operations of this Contract. Mowers shall be equipped with shields, which preclude foreign objects from being thrown from the cutting enclosures.

All of the Contractor’s equipment must have their Company’s logo on each piece of equipment used on this project.

**LITTER REMOVAL**

**Description of the Work** - The work includes litter removal, on I-77, I-85, I-485 and I-277 in Mecklenburg County and I-85 in Cabarrus County. Note: Litter Removal is not Performance Based and shall be performed as follows

**General**

The Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. At least one (1) English speaking employee must be on site at all times. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. While on duty, Contractor’s personnel shall work consistently on the duties as described herein.

Note: The Contractor shall at all times have a supervisor with the litter removal crews.

**Inspection**

All work shall be subject to inspection by the Engineer at any time. Routinely, the engineer or designated representative will make periodic (next day) inspections of the completed work. It

will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

### **Basis of Acceptance**

It is intended that the work will be completed in a neat, workmanlike manner. Areas where litter is not completely removed, or is left in the adjoining wood line and still visible from the travel way, will not be considered acceptable. The contractor will be required to remove litter in the unacceptable areas, at no additional cost to the Department.

### **Basis of Payment and Method of Measurement**

The quantity of litter removal will be paid for at the contract unit price per shoulder mile for Litter Removal for the respective routes.

Shoulder mile unit prices will be full compensation for all work, including but not limited to supervision, labor, transportation, equipment, tools, trash bags, and dumping fees necessary for the prosecution and completion of the work.

Highway mileages for litter removal will be determined from NCDOT county maintenance maps, except in the case of dispute or obvious error, when actual mileage shall be measured. Normally, one map mile of two-lane or multi-lane undivided highway shall equal two (2) shoulder miles, and one map mile of multi-lane divided highway with grassed median shall equal four (4) shoulder miles, one map mile of multi-lane concrete median barrier wall divided highway shall equal two (2) shoulder miles (**Litter crews not allowed against median concrete barrier wall**).

### **Intermediate Completion Times: For all Routes**

Should the Contractor fail to complete the work in a timely manner (**4 weeks per cycle**), NCDOT reserves the right to complete the work and back-charge the Contractor for said work or assess a Liquidated Damage penalty of Two Hundred and Fifty Dollars (\$250.00) per day whichever is greater.

The Contractor has seven (7) days to commence Litter Removal operations upon notification of the Engineer. Liquidated Damages for not complying with this contract time is Two Hundred and Fifty Dollars (\$250.00) per day.

The Contractor shall remove all bags and piles of refuse by the end of the work day unless approved by the project manager or his/her representative. Liquidated Damages for failure to comply with litter removal are Two Hundred and Fifty Dollars (\$250.00) per day.

### **Removal and Disposal of Debris**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division. Work will be suspended if contractor is charged with illegal dumping.

Stockpiling of debris on the right-of-way shall not be permitted. all cost involved with the disposal of the swept or picked-up materials shall be included in the contract unit price.

The Contractor shall provide adequate personnel and materials (litterbags) to remove litter and debris on all areas of the right-of-way or controlled access. This includes the mowing areas as well as non mowing areas.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items not considered normal to the right-of-way. Larger debris shall be removed and consists of but not limited to tires, pieces of tires, lumber, metals of all kinds, household furnishings of all kinds, truck bed liners, vehicle parts, cardboard boxes, buckets, barrels, ladders, etc.

Areas of excessive, unsightly litter will fall under performance criteria of Roadway Obstructions.

All litter/debris shall be removed from the right-of-ways prior to the end of each day. Uncollected storage or stock piling of litter/debris (piles of litterbags, tires, tire debris, etc.) will not be permitted. The Contractor will not be allowed to use NCDOT accounts at the landfills nor be allowed to dispose of the litter and debris in NCDOT trash containers. Vehicles for litter removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.

All collected litter and debris shall be containerized immediately and kept, at all times, off of the traveled portions, shoulders, and right-of-ways (including paved shoulders). Any debris that is not removed before mowing and is shredded by the mowers must still be removed.

**\*\*\* PERFORMANCE CRITERIA AND CONTRACT PAYMENT \*\*\*****PERFORMANCE CRITERIA**

The performance criteria and target ratings are shown in Tables 1 – 7. Each table represents a “component” of the overall Maintenance Condition Assessment (MCA). Each row within each table represents an “element” of that component. Each element has associated performance criteria that will be used to determine the performance rating for that element. Next to the element name, the weight of that element within the component is shown in parentheses.

**EVALUATION PROCEDURES**

An initial Maintenance Condition Assessment will be performed by the Department and provided to the prospective contractors prior to the submission of Proposals.

A new condition assessment will be made by Department personnel every six months with the exception of the first assessment period. The first assessment term will begin April 1, 2010 and will be for a nine month period. Each assessment will be completed incrementally and will occur randomly throughout the project limits. Throughout the remainder of the contract, assessments will occur once in every 6-month period beginning each January 1<sup>st</sup> and July 1<sup>st</sup>.

Linear samples along with inventory samples will be made in sufficient quantity to ensure 95% confidence (+/- 5%) that the samples represent the condition of assets throughout the entire project limits. Approximately 20% of these random linear samples will occur on ramps in order to ensure the maintenance conditions of the ramps are adequately represented within the project limits as well. Gross deficiencies will be brought to the Contractor’s attention as soon as is practicable during or each assessment.

Upon request, specific sample data will be made available to the Contractor within 14 calendar days following notification of the condition assessment results. The Contractor may dispute element ratings only through the Dispute Resolution Process as defined in the Project Special Provisions. Such dispute shall be made within 30 calendar days of notification of the condition assessment results. The amount of the partial payment calculated in accordance with the procedures outlined herein will continue notwithstanding any time that elapses during dispute resolution. If through dispute resolution, any element rating is revised, the partial payment will be re-calculated and the amount of the change in the partial payment amount will be returned to the Contractor with the next month’s partial payment.

**MAINTENANCE CONDITION ASSESSMENT (MCA) RATING**

The element ratings are weighted in Tables 1 – 7 to determine an overall MCA rating. The MCA target is below:

Calendar Year 2010-2015

91.43

If in four consecutive assessments, the overall MCA rating is more than 5 points below the applicable overall MCA target, the Department shall have the right to declare the Contractor in default of contract.

If, in four consecutive assessments, any element is more than 15 points below the applicable target for that element, the Department shall have the right to declare the Contractor in default of contract.

### **PARTIAL PAYMENTS BASED ON PERFORMANCE**

Partial payments based on performance will be divided into two components. The first component will be based on how well the contractor meets the performance targets for each element. The second component will be based on how well the contractor meets all other requirements of the contract.

#### **Component 1: Partial Payments Based on Performance Targets**

An amount equal to 95 percent of the unit price bid for Maintenance Services will be dedicated to component one. The unit price bid is the bid per month as indicated on the Itemized Proposal Sheet for Maintenance Services in accordance with the Project Special Provision “Annual Price Adjustments.”

An example of the calculation of partial payment based on performance target is provided in the table following this section. This example is based on the targets for calendar year 2010.

Component one partial payments will be based on the performance at the element level. Each partial payment will be the sum of the payments attributable to each element and its element value. Based on performance, the contractor will be paid up to the full amount of the element value for each element. The element value for each element is defined as the element weight multiplied by the unit price bid for Maintenance Services.

The contractor will be paid the full amount of the element value for each element where the applicable Performance Target is met. The contractor will be paid a percentage of the element value based on a graduated scale when failing to meet the applicable Performance Target. The scale is as follows:

<b>POINTS BELOW TARGET</b>	<b>PERCENTAGE PAYMENT</b>	<b>POINTS BELOW TARGET</b>	<b>PERCENTAGE PAYMENT</b>
1	98%	9	78%
2	96%	10	75%
3	94%	11	70%
4	92%	12	65%
5	90%	13	60%
6	87%	14	55%
7	84%	15	50%
8	81%	>15	0%

If the contractor's performance greater than 15 points below the performance target, the contractor will receive no payment for that element. If, after the next assessment the element target is met, the contractor will be reimbursed 50% of the amount deducted during the previous assessment period for the individual element. The element weights that will be used to calculate the element values are listed in Tables 1-7 and included in the sample assessment spreadsheet.

#### ***Example Calculation of Element Payment***

In the spreadsheet "Example of Contractor Payment",

The element value for Crossline Pipe (Damaged) is \$2,850.00

The Performance Target is 95

The Performance Rating is 92

The Performance Rating is 3 points below the Performance Target, therefore, the contractor's performance payment will be 94% of the element value, which in this case is  $0.94 \times \$2,850.00 = \$2,679.00$

The contractor is eligible to receive 50% of the unpaid amount provided the performance target is met during the next assessment. In this example the contractor is eligible to receive \$85.50

$\$2,850.00 - \$2,679.00 = \$171.00 \times 0.50 = \$85.50$

The contractor monthly payment for the 6 months following the assessment in which they met the performance target will be the total element value in addition to 50% of the unpaid amount. In this example the Performance Payment will be \$2,935.50

$\$2,850.00 + \$85.50 = \$2,935.500$

The payment for the unpaid amount is based on the 6 month rating periods. If the contractor again meets the target on the next assessment the contractor payment will be the element amount of \$2,850.00

If the contractor fails again to meet the performance target in the next assessment then the contractor is not eligible to receive any portion of the unpaid amount. However, the 50% payment eligibility will be recalculated based on the current element rating.

#### **Component 2: Partial Payments Based on Other Contract Requirements**

An amount equal to 5 percent of the unit price bid for maintenance services will be dedicated to component two. The unit price bid is the bid per month as indicated on the Itemized Proposal Sheet for Maintenance Services in accordance with the Project Special Provision "Annual Price Adjustments." Component two payment will be determined by whether the contractor meets all other requirements of the contract during each month outlined in component one. The contractor may receive partial payment based on his completion of the following list:

1. Detailed monthly work plans are submitted by the first working day of the month and the contractor is available to meet weekly with the Engineer.
2. Contractor follows monthly work plan and modifications are approved by the Engineer.

3. Monthly work accomplished reports are submitted no later than the 15<sup>th</sup> of the following month with all the required information and formatted correctly.
4. The contractor shall comply with all planned lane closure notifications as detailed in the “Notification of Planned Work” provision.
5. Contractor provides Emergency Response Plans, Quality Management Reports and updated Annual Work Plans on as outlined in the “Scope of Work” section.
6. Contractor furnishes the applicable certifications and documentation as outlined in this contract. Submissions shall be made within 30 days of installation.

Each month for the duration of the contract, Component two payment will be calculated and deductions will be applied to the following monthly invoice.

### **Total Partial Payment**

Beginning with the Date of Availability, the Contractor’s monthly payment may be reduced by accumulated liquidated damages as detailed in the, “Project Special Provisions” and by Component 2 outlined above. Beginning with the January 2011 partial payment, the monthly partial payment will be based on the contractor’s performance as detailed in Component 1 and 2. The January 2011 partial payment for Component 1 and that for the five subsequent months will be based on the assessment begun in April 2010. The Component 1 payment amount will remain in effect until the next condition assessment ratings are evaluated and a new partial payment is calculated. Monthly partial payments will be reflective of the most recent condition assessment and will be applied to each monthly partial payment following the assessment period for the duration of the contract.

### **TIMELINESS TARGETS**

Table 8 provides timeliness requirements for certain activities. These timeliness requirements are not used in the partial payment calculations but are enforced through liquidated damages as indicated throughout the “Scope of Work”. For those activities that do not have liquidated damages, if the timeliness requirement for any one activity is not fulfilled in at least 80% of the occurrences in any 6-month assessment period, the Contractor may be deemed in default of contract.

**PERFORMANCE CRITERIA AND TARGET TABLES**

<b>TABLE 1</b>			
<b>SHOULDER AND DITCHES (0.1)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%) [SECTION THRESHOLD]</b>	<b>TOLERANCE &amp; CRITERIA</b>
Unpaved Shoulders (0.06)	Safe Smooth	95 [80% of assessed section must meet tolerance and criteria to pass]	<ul style="list-style-type: none"> <li>• No dropoffs greater than 3” within 10’ of the edge of travelway</li> <li>• No shoulders higher than 2” within 10’ of the edge of travelway</li> <li>• No shoulders that cause water to drain back within the travelway</li> </ul>
Lateral Ditches (Includes Rip Rap and Paved) (0.04)	No blockage or erosion. Functioning as designed	95 [95% of assessed section must meet tolerance and criteria to pass]	<ul style="list-style-type: none"> <li>• No more than 50% blocked</li> <li>• No erosion greater than 1’ below original ditch line</li> <li>• No joint separation, misalignment, or undermining in paved ditches</li> </ul>



<b>TABLE 2</b>			
<b>DRAINAGE (0.1)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%) [SECTION THRESHOLD]</b>	<b>TOLERANCE &amp; CRITERIA</b>
Crossline Pipes (< 54") (Blocked) (0.02)	Open Drains	95	<ul style="list-style-type: none"> <li>Greater than 50% diameter open and/or meets environmental permitting requirements</li> </ul>
Crossline Pipes (<54") (Damaged) (0.03)	No pipe, pavement, or shoulder damage  No Erosion	95	<ul style="list-style-type: none"> <li>No damage due to cracking, joint failures, or corrosion that affect performance.</li> <li>No water infiltration causing pavement failures, shoulder failures, or roadway settlement.</li> <li>No eroded area at the inlet or outlet that is wider or longer than 1.5 times the pipe diameter and greater than 6" deep. No pipe should be perched more than 12" without an exemption from NCDOT</li> </ul>
Drop Inlets/Catch Basins/Shoulder Drains/Funnel Drains/etc. (Blocked) (0.015)	Open Drains	95	<ul style="list-style-type: none"> <li>Grates, Box and Outlets not blocked greater than 50%</li> </ul>
Drop Inlets/Catch Basins/Shoulder Drains/Funnel Drains/etc. (Damaged) (0.025)	Functional  No Erosion	95	<ul style="list-style-type: none"> <li>Grates are present and not broken</li> <li>No eroded area at the outlet that is wider or longer than 1.5 times the pipe diameter and greater than 6" deep. No pipe should be perched more than 12" without an exemption from NCDOT</li> <li>No eroded area within 1' of the structure that is greater than 6" deep or below the base elevation of the concrete apron.</li> <li>Outlets are not damaged and are functioning properly</li> </ul>
Curb & Gutter, Valley Gutter/ (Blocked) (0.01)	No blockage, No spread into lane	95 [85% of assessed section must meet tolerance and criteria to pass]	<ul style="list-style-type: none"> <li>No obstruction greater than 2" for a length of 2'</li> <li>Runoff does not spread into travelway for a distance of half the lane width.</li> </ul>

<b>TABLE 3</b>			
<b>ROADSIDE APPURTENANCE (0.05)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%) [SECTION THRESHOLD]</b>	<b>TOLERANCE &amp; CRITERIA</b>
Concrete Barrier (0.01)	Structurally safe/sound	95  [95% of assessed section must meet tolerance and criteria to pass]	<ul style="list-style-type: none"> <li>• No vegetation.</li> <li>• Straightened</li> <li>• Repaired and or replaced, if damaged.</li> <li>• No obstruction greater than 2” for a length of 2’</li> <li>• Runoff does not spread into travelway</li> </ul>

<b>TABLE 4</b>			
<b>ROADSIDE (0.15)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%) [SECTION THRESHOLD]</b>	<b>TOLERANCE &amp; CRITERIA</b>
Brush & Trees (0.0225)	Unobstructed sight distance & signs.	90  [90% of assessed section must meet tolerance and criteria to pass]	<ul style="list-style-type: none"> <li>• No sight distance or sign obstruction. (A sign obstruction equates to 528’ of failure)</li> <li>• No trees or woody growth within 45’ of travel way on mainline, measured along surface of ground (excluding ornamental plantings, barriers and guardrail) Ramps cleared to 10’ back of ditch.</li> <li>• Vertical clearance of 15’ over roadway, including paved shoulders.</li> <li>• No dead trees, or leaning trees that present a hazard.</li> <li>• A clear distance of 10’ behind guardrail and concrete barriers. (excluding ornamental plantings)</li> <li>• Must follow IRVM program as established by NRVMA &amp; as adopted by NCDOT.</li> <li>• No excessive “brown-out, pre-approval of herbicides from the Engineer required (Excessive is &gt; 10% "brown-out" linear feet of vegetation within random section.)</li> </ul>

<p>Turf Condition/ Erodible Areas (0.0225) (includes unpaved shoulders)</p>	<p>Healthy growing Neat appearance</p>	<p>95 [90% of assessed section must meet tolerance and criteria to pass]</p>	<ul style="list-style-type: none"> <li>• No bare or erodible areas</li> <li>• NCDOT approved species and seed mixes</li> <li>• Must follow IRVM program as established by NRVMA &amp; as adopted by NCDOT</li> <li>• No excessive “brown-out”, pre-approval of herbicides from the Engineer required (Excessive is &gt; 10% “brown-out” linear feet of vegetation within random section.)</li> </ul>
<p>Slope (0.0225)</p>	<p>Stable No Erosion</p>	<p>95</p>	<ul style="list-style-type: none"> <li>• No washouts or ruts greater than 6” deep and 2 ft wide</li> <li>• No erosion showing a pattern that will endanger the stability of the slope creating an unsafe recovery area</li> <li>• No slope failures</li> </ul>
<p>Landscape Areas Tier I  (0.045)</p>	<p>Primary emphasis on aesthetics; also environ. safety factors</p>	<p>90</p>	<ul style="list-style-type: none"> <li>• Achieving a score of 9 or higher on inspection form and no zero in any subcategory</li> <li>• Must follow IRVM program as established by NRVMA &amp; as adopted by NCDOT.</li> <li>• No excessive “brown-out”, pre-approval of herbicides from the Engineer required (Excessive is &gt; 10% "brown-out" within random section.)</li> </ul>
<p>Landscape Areas Tier II  (0.0375)</p>	<p>Primary emphasis on aesthetics; also environ. safety factors</p>	<p>80</p>	<ul style="list-style-type: none"> <li>• Achieving a score of 6 or higher on inspection form and no zero in any subcategory except for mulch</li> <li>• Must follow IRVM program as established by NRVMA &amp; as adopted by NCDOT.</li> <li>• No excessive “brown-out”, pre-approval of herbicides from the Engineer required (Excessive is &gt; 10% "brown-out" within random section.)</li> </ul>

<b>TABLE 5</b>			
<b>TRAFFIC (0.15)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%) [SECTION THRESHOLD]</b>	<b>TOLERANCE &amp; CRITERIA</b>
Pavement Markings (0.045)	Visible	90	<ul style="list-style-type: none"> <li>• No more than 50% of edgelines, centerlines, or skip lines worn, missing, or obliterated in a section.</li> <li>• 50% of markings must be present, visible and reflective</li> </ul>
Words and Symbols (0.015)	Visible	90	<ul style="list-style-type: none"> <li>• Must be present, visible, and reflective</li> <li>• Not missing or obliterated</li> </ul>
Pavement Markers (0.0225)	Present and Reflective	90	<ul style="list-style-type: none"> <li>• 50% of markers must be present and reflective in a section.</li> </ul>
Overhead Signs (0.0375)	Present, visible, legible, and reflective	90	<ul style="list-style-type: none"> <li>• Clean and flush debris from and around the base support areas</li> <li>• Clean and lubricate anchor bolts and nuts</li> <li>• Signs must be visible and legible at night</li> </ul>
Other Signs (0.03)	Present, visible, legible, and reflective	90	<ul style="list-style-type: none"> <li>• Signs must be visible and legible at night</li> <li>• No damaged signs</li> </ul>

<b>TABLE 6</b>			
<b>PAVEMENT (0.225)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%)</b>	<b>TOLERANCE &amp; CRITERIA</b>
Paved Shoulders (0.0225)	Safe, smooth	90	<ul style="list-style-type: none"> <li>• Pavement failures are repaired with patches in kind (asphalt with asphalt, concrete with concrete). No Failures &gt;1 sq ft x 1.5”</li> <li>• Rumble strips are retained or replaced when damaged.</li> <li>• No unsealed longitudinal joint separation is greater than 0.5” wide and more than 50’ in section.</li> <li>• No unsealed cracks are greater than 0.5” wide and more than 50’ cumulative within section.</li> <li>• Cross section allows drainage from mainline (no shoulder buildup).</li> </ul>
Pavement Repair (0.2025)	Safe, durable, smooth	95	<ul style="list-style-type: none"> <li>• No pavement potholes or failures greater than 1 sq ft x 1.5”. Permanent patches are placed as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality.</li> <li>• Rut depths &gt; 0.75” are reduced to &lt;0.25”.</li> <li>• No unsealed cracks are greater than 0.5” wide and more than 50’ cumulative in section.</li> <li>• No transverse settlements greater than 2.0”</li> </ul>
Pavement Repair (continued)	Safe, durable, smooth	95	<ul style="list-style-type: none"> <li>• CRC punchouts: Permanent patches with concrete and restoration of reinforcing steel as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality.</li> <li>• Jointed PCC: Permanent concrete patches as soon as weather conditions permit. Patching is done in a manner than maintains or improves the ride quality.</li> <li>• Corner breaks and spalls are patched with asphalt surface course or concrete. Patching is done in a manner than maintains or improves the ride quality.</li> </ul>

		<ul style="list-style-type: none"> <li>• Cracks in slabs broken into 2 or 3 pieces are sealed.</li> <li>• In the event that movement is evident, the slab must be repaired or replaced regardless of the number of pieces the slab is broken into</li> </ul>
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<b>TABLE 7</b>			
<b>BRIDGE MAINTENANCE (0.225)</b>			
<b>ELEMENT (ELEMENT WEIGHT)</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%)</b>	<b>TOLERANCE &amp; CRITERIA</b>
Bridge Deck and Railing <sup>1</sup> (0.03375)	Safe Clean Functional Joints intact	85	<ul style="list-style-type: none"> <li>• No buildup in the gutters greater than 2" deep for 2 contiguous feet or any buildup that would cause water to back up into travel lanes</li> <li>• No damage by vehicular impact is evident that decreases structural integrity, creates a safety hazard, or will increase the rate of deterioration of the component.</li> <li>• The travel lanes are free of foreign material (grass, stones, limbs, trash, etc.) and shoulders are free of foreign material that could cause vehicular damage (wood, tires, rocks, etc.)</li> <li>• Riding surface has no spalls ≥ 1" deep and a surface area greater than 1 sf and the cumulative area of 1" deep spalls cannot exceed an area of 5 sf for the entire deck. Cumulative spalls &lt;1" deep cannot exceed 1% of the bridge deck area. Deck cannot have any spalls that expose reinforcing steel or spalls that create an unsafe condition to traffic below.</li> <li>• Railings are intact and all connections are tight.</li> <li>• 90% of Joint material is present and functioning as designed (Water and debris cannot penetrate joint).</li> <li>• 90% of Drainage system (drains, scuppers, trough, etc) is clean and functioning as designed.</li> <li>• Routes receiving de-icing salts, each deck shall be washed after the winter season but before June 1 of each year.</li> </ul>
Bridge Superstructure <sup>2</sup> (0.0675)	Safe Clean Functional	90	<ul style="list-style-type: none"> <li>• No damage by vehicular impact is evident that decreases structural integrity, creates a safety hazard, or will increase the rate of deterioration of the component.</li> <li>• Bridge components are free of damaging vegetation. (No vegetation that will hold moisture and restrict air flow immediately adjacent to critical components of the structure, i.e. bearing assemblies).</li> </ul>

<sup>1</sup> Bridge Deck includes and not limited to the bridge roadway surface, approach slabs, curbs, sidewalks, parapets, railing system, drainage system, lighting, expansion joints

			<ul style="list-style-type: none"> <li>90% of the bearing assemblies and the end 5 feet of longitudinal superstructure elements are clean and free of foreign material (grass, stones, limbs, trash, sand dirt, etc.) Not applicable to bridge decks with finger or open joints.</li> <li>Bearing assemblies and the end 5 feet of longitudinal superstructure elements shall be washed after the winter season but before June 1 of each year. Applicable to bridge decks with finger or open joints.</li> </ul>
Bridge Substructure <sup>3</sup> (0.0675)	Safe Clean Functional	90	<ul style="list-style-type: none"> <li>No damage by vehicular impact is evident that decreases structural integrity, creates a safety hazard, or will increase the rate of deterioration of the component</li> <li>No spalls <math>\geq 1</math>" deep and a surface area greater than 1 sf and the cumulative area of 1" deep spalls cannot exceed an area of 5 sf for the entire substructure. Cumulative spalls <math>&lt;1</math>" deep cannot exceed 1% of the substructure area.</li> <li>Bridge components are free of vegetation. (No vegetation that will hold moisture and restrict air flow immediately adjacent to critical components of the structure)</li> <li>90% of cap surfaces are free of foreign material (grass, stones, limbs, trash, sand, dirt, etc.) Not applicable to bridge decks with finger or open joints.</li> <li>Horizontal surfaces including bridge seats and bearing areas shall be washed after the last snow fall of the season has melted and prior to June 1. Applicable to bridge decks with finger or open joints.</li> <li>75% of weep holes are properly functioning.</li> </ul>
Bridge Channel and Slope Protection (0.01125)	Safe Clean Functional Stable	85	<ul style="list-style-type: none"> <li>Remove any drift that stalls water flow within NCDOT R/W (Water Crossing Only)</li> <li>Rip-Rap is sufficient and appropriately placed to minimize scour, no unsealed joints or cracks <math>&gt; 1</math>" between panel sections, and no slabs are undermined.</li> <li>75% of drainage systems are clean and open (Excludes ditches at toe of slope).</li> <li>No woody growth or aggressive vine growth that covers one-third or more of the slope projection or any growth that extends from or contributes to slope protection failure at bridges - i.e. woody growth that separates the slope protection panels.</li> <li>No washouts or ruts greater than 6" deep and 2' wide and no more than 10% of bank length within ROW is found to have an existing sediment loss condition present.</li> </ul>

<sup>2</sup> Bridge Superstructure includes and not limited to beams, girders, diaphragms, bracings, truss members, bearing devices

<sup>3</sup> Bridge Substructure includes and not limited to abutments, backwalls, seats, piers, columns, wingwalls, Weep holes

Pipes and Culverts (>=54") (0.03375)	Safe Clean Functional Stable	85	<ul style="list-style-type: none"> <li>• ≥ 75% open within the pipe (This excludes the sediment that is intended to be in the pipe.)</li> <li>• No vegetation or drift obstructing water flow exterior to the pipe</li> <li>• No Reinforced Concrete Pipes and Culverts (&gt;=54") should have a scour beneath the endwall that extends into the underside of the culvert more than 12" - also applicable to wing wall lengths at its base. No shoulder loss allowed.</li> <li>• Concrete elements have no spalls ≥ 1" deep and a surface area greater than 1 sf and the cumulative area of 1" deep spalls cannot exceed an area of 5 sf for the entire structure.</li> <li>• 75% of weep holes are properly functioning.</li> <li>• No construction joints or pipe joints permitting fill loss.</li> </ul>
Retaining Walls (0.01125)	Safe Clean Functional Stable	90	<ul style="list-style-type: none"> <li>• 80% of wall length is free of vegetation.</li> <li>• Concrete elements have no spalls ≥ 1" deep and a surface area greater than 1 sf and the cumulative area of 1" deep spalls cannot exceed an area of 5 sf for the entire surface.</li> <li>• 75% of weep holes are properly functioning.</li> <li>• No unsealed cracks or joints greater than ½" wide.</li> </ul>

<b>TABLE 8</b> <b>TIMELINESS PERFORMANCE CRITERIA</b>			
<b>General terms and conditions ELEMENT</b>	<b>OUTCOME</b>	<b>PERF. TARGET (%)</b>	<b>TOLERANCE &amp; CRITERIA</b>
Debris/Road Kill Removal & Litter Removal as directed by DOT or other customers	Roadway free of obstruction  Litter Free	100	<ul style="list-style-type: none"> <li>• All debris, road kill, litter or other obstructions in the travel-way are removed within 2 hours of notification or discovery</li> <li>• Road kill and Debris promptly and properly disposed</li> <li>• Litter complaints from public or notification from Department personnel addressed promptly and thoroughly</li> </ul>
Pavement Repairs	Timely Efficient Effective Productive Durable Safe	100	<ul style="list-style-type: none"> <li>• All shoulder failures &gt;1 sq ft x 1.5", all asphalt pavement potholes or failures greater than 1 sq ft x 1.5", all CRC punchouts, and all concrete slabs broken into 4 or more pieces are repaired in a temporary manner within 2 days of notification or discovery.</li> <li>• All shoulder failures &gt;1 sq ft x 1.5", all asphalt pavement potholes or failures greater than 1 sq ft x 1.5", all CRC punchouts, and all concrete slabs broken into 4 or more pieces, and slabs with</li> </ul>



			movement are repaired in a permanent manner within 60 calendar days of notification or discovery.
Guardrail/Guiderail/ Impact Attenuators/ Concrete Barrier	Timely Efficient Effective Safe	100	<ul style="list-style-type: none"> <li>Damaged, non-functioning concrete barriers, impact attenuators, guardrail, and guiderail must be repaired within 7 calendar days following notification or discovery.</li> <li>Damaged, but functioning concrete barriers, impact attenuators and guardrail must be repaired within 30 days following notification or discovery.</li> </ul>
Signs	Timely Efficient Effective Safe	100	<ul style="list-style-type: none"> <li>Damaged overhead signs and sign structures that pose imminent risk to the public must be responded to immediately and mitigated within 2 hours.</li> <li>Damaged but functional overhead signs and sign structures repaired/replaced within 60 days following notification or discovery.</li> <li>Non-functional Stop, Do Not Enter, Wrong Way and Yield signs must be repaired/replaced within 8 hours following notification or discovery.</li> <li>All other signs, including posts that are damaged or missing must be repaired/replaced within five (5) days following notification or discovery.</li> </ul>
Graffiti Removal	Appurtenance clear of graffiti	100	<ul style="list-style-type: none"> <li>All graffiti on highway appurtenances is removed within 2 calendar days of notification or discovery</li> </ul>
Emergency Maintenance Repairs	Timely Efficient Effective Safe	100	<ul style="list-style-type: none"> <li>Initiating corrective measures within 2 hours for situations that pose an imminent risk to the traveling public.</li> </ul>

**EXAMPLE OF CONTRACTOR PAYMENT**

**\$100,000 MONTHLY UNIT BID AMOUNT**  
**\$5,000 5% EVALUATED FOR WORK PLANS, DATA BASES, ETC.**  
**\$95,000 95% BASED ON PERFORMANCE BASED RATING**

**Element Value equals Element Weight X Unit Price**  
 Bid (Monthly Bid Amount)  
 Ex. Crossline Pipe Damaged  
 Element Weight = .03  
 % for Performance Based Rating = \$95,000.00  
 Element Value = .03 X \$95,000.00 = \$2850.00

COMPONENT	ELEMENT	ELEMENT WEIGHT	COMPONENT WEIGHT	ELEMENT WEIGHT	ELEMENT WEIGHT	TARGET ELEMENT POINTS	RATING	RATING ELEMENT POINTS	VALUE BELOW TARGET	VALUE TARGET	ELEMENT VALUE	(GRADUATED METHOD) PAYMENT	PAYMENT ELIGIBILITY
BRIDGES	Bridge Decks	0.15	0.225	0.03375	0.03375	85	71	2.39625	-14	\$ 3,206.25	\$ 1,763.44	\$721.41	
	Superstructure	0.3	0.225	0.0675	0.0675	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Substructure	0.3	0.225	0.0675	0.0675	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Pipes & Culverts	0.15	0.225	0.03375	0.03375	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Retaining Walls	0.05	0.225	0.01125	0.01125	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Channel & Slope Protection	0.05	0.225	0.01125	0.01125	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
		1.00	0.225	0.225	0.225	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
		0.9	0.225	0.2025	0.2025	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
		0.1	0.225	0.0225	0.0225	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
		1.00	0.225	0.225	0.225	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
PVMT	Pavement Repair	0.9	0.225	0.2025	0.2025	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Pvm't Shoulder Condition	0.1	0.225	0.0225	0.0225	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
SHLD & DITCH	Unpaved Shoulder	0.6	0.1	0.06	0.06	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Lateral Ditches	0.4	0.1	0.04	0.04	90	95	6.075	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
DRAINAGE	Crossline Pipe (Blocked)	0.2	0.1	0.02	0.02	95	95	9.5	0	\$ 1,900.00	\$ 1,900.00	\$0.00	
	Crossline Pipe (Damaged)	0.3	0.1	0.03	0.03	95	96	1.9	-3	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Curb & Gutter (Blocked)	0.1	0.1	0.01	0.01	95	92	2.85	-3	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Drop Inlets, CB's, etc (Blocked)	0.15	0.1	0.015	0.015	95	94	0.95	-1	\$ 950.00	\$ 931.00	\$9.50	
	Drop inlets, CB's, etc (Damaged)	0.25	0.1	0.025	0.025	95	92	1.425	-3	\$ 1,425.00	\$ 1,339.50	\$42.75	
		1.00	0.1	0.1	0.1	95	92	2.375	-3	\$ 2,375.00	\$ 2,232.50	\$71.25	
ROAD APPUR	Guardrail/Cablerail	0.8	0.05	0.04	0.04	100	100	4	0	\$ 1,900.00	\$ 1,900.00	\$0.00	
	Concrete Median Barrier	0.2	0.05	0.01	0.01	95	95	0.95	0	\$ 1,900.00	\$ 1,900.00	\$0.00	
ROADSIDE	Brush & Tree Control	0.15	0.15	0.0225	0.0225	90	91	2.025	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Eroding Areas	0.15	0.15	0.0225	0.0225	90	97	2.025	2	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Landscape Beds (Tier I)	0.3	0.15	0.045	0.045	90	35	4.05	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Landscape Beds (Tier II)	0.25	0.15	0.0375	0.0375	70	36	2.625	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Slope	0.15	0.15	0.0225	0.0225	95	92	2.1375	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
		1.00	0.15	0.15	0.15	91	92	12.8625	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
TRAFFIC/ITS	Pavement Markings	0.3	0.15	0.045	0.045	90	96	4.05	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Pavement Markers	0.15	0.15	0.0225	0.0225	90	41	2.025	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Ground Signs	0.2	0.15	0.03	0.03	90	93	2.7	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Overhead Signs	0.25	0.15	0.0375	0.0375	90	94	3.375	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Words % Symbols	0.1	0.15	0.015	0.015	90	86	1.35	0	\$ 2,850.00	\$ 2,679.00	\$85.50	
	1.00	0.15	0.15	0.15	92.51	91.43	13.5	12.3375	0	\$ 2,935.5	\$ 2,935.5	\$0.00	
<b>OVERALL TARGET</b>							<b>91.43</b>	<b>82.77375</b>					
<b>OVERALL CONTRACTOR PERFORMANCE</b>												<b>\$95,000.00</b>	
<b>VALUE BELOW PERFORMANCE TARGET</b>												<b>\$75,426.44</b>	
<b>\$9,786.78</b>													

**EXAMPLE OF CONTRACTOR PAYMENT**

\$100,000 MONTHLY UNIT BID AMOUNT  
 \$5,000 5% EVALUATED FOR WORK PLANS, DATA BASES, ETC.  
 \$95,000 95% BASED ON PERFORMANCE BASED RATING

COMPONENT	ELEMENT	ELEMENT WEIGHT	COMPONENT WEIGHT	ELEMENT WEIGHT	TARGET ELEMENT POINTS	RATING	VALUE BELOW TARGET	ELEMENT VALUE	(GRADUATED METHOD) PAYMENT	PAYMENT ELIGIBILITY	
BRIDGES	Bridge Decks	0.15	0.225	0.03375	85	71	-14	\$ 3,206.25	\$ 1,763.44	\$721.41	
	Superstructure	0.3	0.225	0.0675	90	95	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Substructure	0.3	0.225	0.0675	90	90	0	\$ 6,412.50	\$ 6,412.50	\$0.00	
	Pipes & Culverts	0.15	0.225	0.03375	85	85	0	\$ 3,206.25	\$ 3,206.25	\$0.00	
	Retaining Walls	0.05	0.225	0.01125	90	84	-6	\$ 1,068.75	\$ 929.81	\$69.47	
	Channel & Slope Protection	0.05	0.225	0.01125	85	75	-10	\$ 1,068.75	\$ 801.56	\$133.59	
	Pavement Repair	1.00	0.225	0.225	90	19,203.75	-10	\$ 19,237.50	\$ 14,428.13	\$2,404.69	
	Pvm't Shoulder Condition	0.1	0.225	0.0225	90	96	0	\$ 2,137.50	\$ 2,137.50	\$0.00	
	Unpaved Shoulder	0.6	0.1	0.06	95	82	-13	\$ 5,700.00	\$ 3,420.00	\$1,140.00	
	Lateral Ditches	0.4	0.1	0.04	95	97	0	\$ 3,800.00	\$ 3,800.00	\$0.00	
DRAINAGE	Crossline Pipe (Blocked)	0.2	0.1	0.02	95	96	0	\$ 1,900.00	\$ 1,900.00	\$0.00	
	Crossline Pipe (Damaged)	0.3	0.1	0.03	95	92	-3	\$ 2,850.00	\$ 2,679.00	\$85.50	
	Curb & Gutter (Blocked)	0.1	0.1	0.01	95	94	-1	\$ 950.00	\$ 931.00	\$9.50	
	Drop Inlets, CB's, etc (Blocked)	0.15	0.1	0.015	95	92	-3	\$ 1,425.00	\$ 1,339.50	\$42.75	
	Drop inlets, CB's, etc (Damaged)	0.25	0.1	0.025	95	92	-3	\$ 2,375.00	\$ 2,232.50	\$71.25	
	Guardrail/Cablerail	0.8	0.05	0.04	100	100	0	\$ 3,800.00	\$ 3,800.00	\$0.00	
	Concrete Median Barrier	0.2	0.05	0.01	95	100	0	\$ 950.00	\$ 950.00	\$0.00	
	Brush & Tree Control	0.15	0.15	0.0225	90	91	0	\$ 2,137.50	\$ 2,137.50	\$0.00	
	Eroding Areas	0.15	0.15	0.0225	90	97	0	\$ 2,137.50	\$ 2,137.50	\$0.00	
	Landscape Beds (Tier I)	0.3	0.15	0.045	90	35	-55	\$ 4,275.00	\$ -	\$2,137.50	
Landscape Beds (Tier II)	0.25	0.15	0.0375	70	36	-34	\$ 3,562.50	\$ -	\$1,781.25		
Slope	0.15	0.15	0.0225	95	92	-3	\$ 2,137.50	\$ 2,009.25	\$64.13		
TRAFFIC/ITS	Pavement Markings	1.00	0.15	0.15	91	96	0	\$ 4,275.00	\$ 4,275.00	\$0.00	
	Pavement Markers	0.3	0.15	0.045	90	41	-49	\$ 2,137.50	\$ -	\$1,068.75	
	Ground Signs	0.2	0.15	0.03	90	93	0	\$ 2,850.00	\$ 2,850.00	\$0.00	
	Overhead Signs	0.25	0.15	0.0375	90	94	0	\$ 3,562.50	\$ 3,562.50	\$0.00	
	Words % Symbols	0.1	0.15	0.015	90	86	-4	\$ 1,425.00	\$ 1,311.00	\$57.00	
	Overall Target	1.00	0.15	0.15	92.51	86	-12.3375				
	Overall Contractor Performance				91.43	82.77	-8.77375				\$9,786.78
	Value Below Performance Target				82.77	8.66	-74.11	AVAILABLE MONTHLY PAYMENT	\$95,000.00		
	Performance Target				8.66			PERFORMANCE PAYMENT	\$75,426.44		

County : Mecklenburg, Cabarrus

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000800000-N	SP	GENERIC MISCELLANEOUS ITEM MAINTENANCE SERVICES	60	MO	
0002	6136000000-E	SP	GENERIC EROSION CONTROL ITEM LITTER REMOVAL I-277	600	SMI	
0003	6136000000-E	SP	GENERIC EROSION CONTROL ITEM LITTER REMOVAL I-485	14,400	SMI	
0004	6136000000-E	SP	GENERIC EROSION CONTROL ITEM LITTER REMOVAL I-85 & I-77	12,768	SMI	
0005	6136000000-E	SP	GENERIC EROSION CONTROL ITEM MOWING I-277	400	SMI	
0006	6136000000-E	SP	GENERIC EROSION CONTROL ITEM MOWING I-485	7,200	SMI	
0007	6136000000-E	SP	GENERIC EROSION CONTROL ITEM MOWING I-85 & I-77	6,384	SMI	
1427/Dec04/Q41812.0/D3681680000/E7			<b>Total Amount Of Bid For Entire Project :</b>			











**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR (Principal)**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public  
Of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**LIMITED LIABILITY COMPANY**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_ Full Name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Manager \_\_\_\_\_ Individually  
Witness's Signature

\_\_\_\_\_ Print or type Witness's name \_\_\_\_\_ Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

**NOTARY SEAL**

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION  
JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR (Principal)**

Instructions to Prequalified Bidders: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. . On Line (3), print or type the name of the other joint venturers and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_  
Address as prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Signature of Contractor, Individually

\_\_\_\_\_

Print or type Witness's name

\_\_\_\_\_

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Witness's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

**NOTARY SEAL**

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**PARTNERSHIP**

SIGNATURE OF CONTRACTOR (Principal)

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness By \_\_\_\_\_ Signature of Partner

\_\_\_\_\_ Print or type Witness's name \_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ Signature of Notary Public

**NOTARY SEAL**

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.



**Contract No**     **C202541**

**County (ies):**     **(name)**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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Contract Officer

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Date

Execution of Contract and Bonds  
Approved as to Form:

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Attorney General