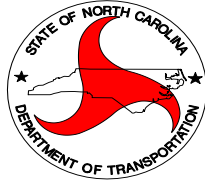


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: MAY 16, 2018 AT 2:00 PM
CONTRACT ID 11789203
WBS ELEMENT NO.: 1RE.100813, ETC.
COUNTIES: BERTIE & HERTFORD
ROUTE NO.: VARIOUS
LOCATION: VARIOUS
TYPE OF WORK: PLANT BED MAINTENANCE AND MOWING

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION ONE
ATTN: CHRIS SLACHTA
113 AIRPORT DRIVE, SUITE 100
EDENTON, NC 27932

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT NO. 11789203 IN BERTIE AND HERTFORD COUNTIES, NORTH CAROLINA
DATE: APRIL 12, 2018
DEPARTMENT OF TRANSPORTATION**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **11789203**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **11789203** in **Bertie and Hertford Counties** for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

TABLE OF CONTENTS**COVER SHEET****PROPOSAL SHEET****TABLE OF CONTENTS****3****INSTRUCTIONS TO BIDDERS****4****PROJECT SPECIAL PROVISIONS****5****ROADWAY SPECIAL PROVISIONS****12****STANDARD SPECIAL PROVISIONS****22****BID FORM****29****EXECUTION OF BID, NONCOLLUSION
AFFIDAVIT AND DEBARMENT
CERTIFICATION**

INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 ON OR BEFORE 2:00 PM, WEDNESDAY MAY 16, 2018.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR 11789203 - PLANT BED MAINTENANCE IN BERTIE AND HERTFORD COUNTIES TO BE OPENED AT 2:00 PM, WEDNESDAY, MAY 16, 2018.

12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
ATTN: CHRIS SLACHTA
113 AIRPORT DRIVE, SUITE 100
EDENTON, NC 27932**

PROJECT SPECIAL PROVISIONS

BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

PERFORMANCE GUARANTEE:

For the initial term and any extensions, the NCDOT shall retain six percent (6%) from the amount of each invoice as a performance guarantee. This amount will be refunded without interest pending the project site review by NCDOT at the end of each term. In the event of default, this amount may be used by NCDOT to obtain services from another source.

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT:

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/influence, or national origin.

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible for award of this project.

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to NCDOT Contractual Services.

Additional information on the program may be obtained online at:

<http://www.ncdot.org/business/ocs/sbe/>

Per G.S. 136-28.10, a NC General Contractor's License and Contract Performance & Payment Bonds may be waived for SBE contracts. For this project, the NC General Contractor's License and Contract Performance & Payment Bonds will be waived.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at 9:00 A.M. on Monday, April 30, 2018.

NCDOT Roadside Environmental Office
427 Ocean Hwy. North
Hertford, NC 27944
(252) 426-5041

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract will be the date the purchase order is issued.

The completion date for this contract is May 31, 2019.

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for two (2) additional periods of one (1) year each (maximum three - (3) years total). The unit bid prices will be increased by three (3%) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when the extension to the contract is implemented. The Engineer will notify the Contractor in writing by January 15th, if the contract may be extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

If the term of the contract is extended, the date of availability for the second year will be **June 1, 2019** and the completion date will be **May 31, 2020** and the date of availability for the third year will be **June 1, 2020** and the completion date will be **May 31, 2021**.

No extensions will be authorized except as authorized by Article 108-10 of the *2018 Standard Specifications*.

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

The contractor shall complete the work required of performing monthly warranty work within each cycle.

The date of availability for this intermediate contract time will be **the first day of each month for 12 consecutive months of the respective year of the contract**

The completion date for this intermediate contract time will be **the last day of each month for 12 consecutive months of the respective year of the contract.**

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

The contractor shall complete the work required of performing mowing, edging and trimming within each cycle.

The date of availability for this intermediate contract time will be **30 minutes after sunrise on Monday of each week as designated in the Mowing Schedule.**

The completion date for this intermediate contract time will be **noon on Friday of each week following the respective Date of Availability.**

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

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

The contractor shall complete the work required of performing mulching within the prescribed times.

The date of availability for this intermediate contract time will be **January 1 of the respective contract year.**

The completion date for this intermediate contract time will be **March 15 of the respective contract year.**

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

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:

The contractor shall complete the work required of applying pre-emergent herbicides within the prescribed times.

The date of availability for Spring application for this intermediate contract time will be **March 1 of the respective contract year.**

The completion date for Spring application for this intermediate contract time will be **April 15 of the respective contract year.**

The date of availability for Fall application for this intermediate contract time will be **September 15 of the respective contract year.**

The completion date for Fall application for this intermediate contract time will be **October 31 of the respective contract year.**

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

INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES:

The Contractor shall complete the work required of watering on demand, as directed by the Engineer, throughout the contract time.

The time of availability for watering on demand shall be the time the Contractor is notified by the Engineer to begin watering.

The completion time for watering on demand shall be the time that is 72 hours from the time of availability.

The liquidated damages are **Fifty Dollars (\$50.00)** per hour time period or any portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER 6 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 B

DAY AND TIME RESTRICTIONS

**MONDAY-THURSDAY FROM THIRTY (30) MINUTES BEFORE SUNSET
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING DAY**

AND

**FRIDAY FROM NOON TO THIRTY (30) MINUTES AFTER
SUNRISE THE FOLLOWING **MONDAY****

In addition, the Contractor shall not perform any work and shall not narrow or close a lane of traffic on this project, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of 30 minutes before sunset December 31st and 30 minutes after sunrise January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 30 minutes after sunrise the following Tuesday.
3. For **Easter**, between the hours of **12:00 noon** Thursday through **6:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of 30 minutes before sunset Thursday and 30 minutes after sunrise Tuesday.
5. For **Independence Day**, between the hours of **12:00 noon** the day before Independence Day until 30 minutes after sunrise the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 30 minutes before sunset the Thursday before Independence Day and 30 minutes after sunrise the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **12:00 noon** Friday until 30 minutes after sunrise Tuesday.
7. For **Thanksgiving Day**, between the hours of 30 minutes before sunset Tuesday and 30 minutes after sunrise Monday.
8. For **Christmas**, between the hours of **12:00 noon** the Friday before the week of Christmas Day and 30 minutes after sunrise the following Tuesday after the week of Christmas Day.

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

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

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$500.00)** per hour time period or any portion thereof.

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$ 250.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

POSTED WEIGHT LIMITS:

(7-1-95) (Rev.9-15-15)

105

SP1 G24R

The Contractor's attention is directed to Article 105-15 of the *2018 Standard Specifications* and to the fact that various Primary and Secondary Roads and bridges may be posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06)

SP1 G150

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.

ROADWAY SPECIAL PROVISIONS

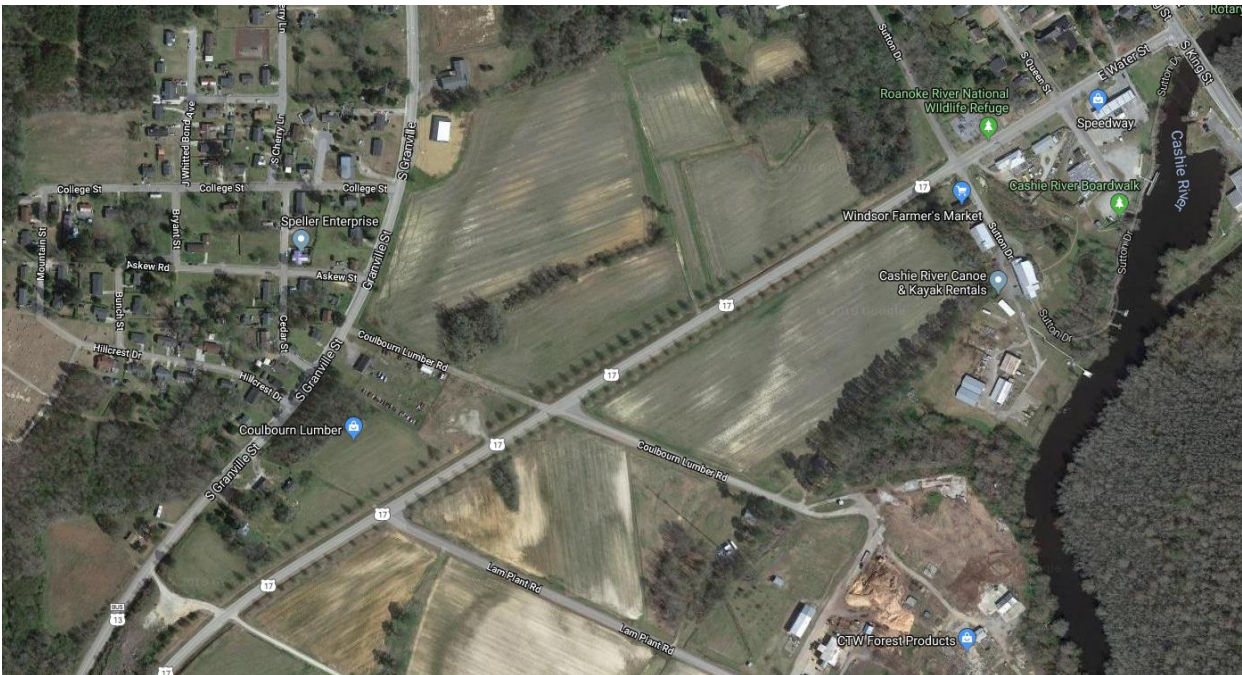
GENERAL CONDITIONS:

This provision covers the work of plant bed maintenance of existing lawn, shrub and tree planting areas, including but not limited to the selective removal and disposal of any undesirable vegetation, pruning, mulching, fertilizing, watering, planting, weeding, sweeping, pesticide spraying and the work of mowing as directed by the Engineer. This proposal is subject to *2018 Standard Specifications for Roads and Structures*.

LOCATIONS

The N.C. Department of Transportation (Division 1) is proposing to provide plant bed maintenance and mowing around enhancement plantings at selected locations in Bertie and Hertford Counties. The work shall consist of but, not be limited to labor, materials, supervision, and equipment.

Bertie County, Windsor, along US13/17 & NC 308 - Cashie River Bridge, Tree planting, US 17 Business- From NC 308, southwesterly for approximately .80 miles to the end of planting area, maintain trees and mow entire right of way. **Mulched area is 272 square yards.**



Hertford County, Ahoskie, along NC11 near the intersection of NC42 and at the intersection of NC 11 and SR1108, Fire Tower Road, mow and maintain “Daylily Hill” and “Canna Lily Hill”. At Day Lily Hill, mow from the edge of pavement to the tree line at the backside of the beds, and 50’ beyond each end of the beds. At Canna Lily Hill, maintain beds in the southwest and northwest quadrants and mow from the edge of pavement to 20’ beyond the back edge of the plant beds and 50’ beyond the ends of the beds. **Mulched area of the two Daylily Beds at “Daylily Hill” is 5,034 square yards. Mulched area of all beds at “Canna Lily Hill” is 369 square yards.**

Hertford County, Winton - Entrance planting, Shrubs/Trees, US 13 - At intersection of SR 1457 (Old US 13), Northeast quadrant, maintain plant bed and mow from edge of pavement to tree line of entire quadrant. **Mulched area is 354 square yards.**



MONTHLY WARRANTY WORK:

Warranty Work shall be accomplished each month. All items described under Section 1670-14 Establishment will be effective with the exception of mowing. During each warranty cycle, the Contractor and the Roadside Environmental Engineer will discuss the warranty work that is needed. The contractor is responsible for making an assessment of needs according to the items described under 1670-14, Establishment, and performing such work without specific direction from the Engineer. During Monthly Warranty Work, Contractor shall perform litter removal, mowing and string trimming operations; shall accomplish mulching, spraying, pruning and fertilizing during the prescribed cycles and shall accomplish all other routine work during each monthly cycle.

Fertilizer:

In addition to 1060-2, fertilizer shall be applied to plant beds and tree rings. Fertilize with a slow release nitrogen fertilizer with a 3-1-2 analysis between March 1 and April 15. 30 days prior to performing any fertilizer application, Contractor shall submit fertilizer product information to the Engineer for approval. Do not apply any fertilizer that has not been approved by the Engineer.

Litter and Vegetative Debris:

Contractor shall pickup, remove and recycle litter and vegetative debris immediately prior to mowing operations. For any month for which no mowing is scheduled, Contractor shall still pickup, remove and recycle litter and vegetative debris. Litter and vegetative debris disposal shall be made into a state approved landfill and/or a single-stream recycling facility.

All in-organic litter removal shall be reported, separately for each county, in the on-line "NCDOT Litter Management System", under "Contract Litter Removal" at <https://apps.ncdot.gov/LM>.

Contractor shall remove any vegetative debris that may fall into the mowing pattern. This is to include but not be limited to pine straw, pine cones, leaves, twigs and branches up to 4" in diameter.

Contractor shall remove vegetative debris from any adjacent walkways or driveways by means of sweeping or blowing. If blown, no debris may be blown onto adjacent private property lawn or driveway areas.

Pruning:

In addition to the requirements of 1670-6, trees, shrubs, perennials and annuals shall be pruned as needed or as directed by the Engineer to remove any deadwood, broken branches, crossing branches that are rubbing together, to provide clear line of sight at crossings and curves for vehicles and pedestrians.

Conduct pruning in a manner to prevent limb, bark or root injuries to remaining plant material. When operations are not performed in a manner to avoid damage, take all steps necessary as directed by the Engineer to repair or minimize the effects of the damage. Should any shrub, perennial or annual be damaged to the extent that its value is compromised in the opinion of the Engineer, the plant will be removed and replaced by the Contractor with no additional compensation. Furthermore, the Contractor will reimburse the owner for the aesthetic value of any damaged tree, as determined by a certified arborist using the current International Society of Arboriculture plant appraisal standards.

Perform all work so as to cause minimum soil erosion and comply with the requirements of Section 107-13.

Disposal of debris created by pruning operations will not be allowed on site.

Crape Myrtle suckers shall be removed from the base of the trunk within one month of appearance. Prune suckers back to their point of origin, making a flush cut, but taking care not to injure the trunk. Do not leave a stub.

Shrubs and perennial plants shall be pruned for the purpose of maintaining a desired size. Pruning shall be accomplished in such a way to promote the natural shape of the plant. Seasonal pruning shall be done on spring flowering plants within 3 months of completed bloom. All other plants shall be pruned between February 1 and March 15. Follow-up pruning may be required later in the growing season and shall be done as directed by the Engineer.

Insect, Fungus and Weed Control:

In addition to 1670-7, Contractor shall utilize pesticides to control insect and fungal pests as well as pre and post emergent weeds. All Pesticide applications will be incidental to Monthly Warranty Work.

Unless otherwise approved by the Engineer, Contractor shall use DOT approved herbicides from the list provided in Figure 3. No other pesticide may be used until the Contractor has submitted label information to and received product approval for use from the Engineer. Contractor shall indicate the planned rate to be used, the delivery method and the target. Contractor shall submit product labels for approval no later than one month prior to the intended application.

Prior to mulching, Contractor shall successfully treat bed areas and tree rings with herbicide as needed until all visible, actively growing, non-desirable plant material has been killed.

Contractor shall successfully apply Spring and Fall pre-emergent herbicide(s) over all bed areas and tree rings. The Spring pre-emergent shall be applied between March 1 and April 15. The Fall Pre-emergent herbicide treatment shall be applied between Sept. 15 and October 31. When mulching, Spring pre-emergent shall be applied over top of mulch, within 10 days of placing mulch.

When non-selective herbicides are used, care shall be taken to avoid contact with desirable plant material. The Contractor shall replace any desirable plant material that is damaged, to any degree, by miss-application or drift of herbicide. DOT will not participate in the cost of such replacement planting.

Contractor may apply post emergent herbicides around these obstructions: permanent sign posts, mailbox/newspaper box posts, utility poles/pedestals/guy wires, concrete utility rings, fire hydrants, and traffic signal poles/posts. Such applications shall be restricted to the area within six (6) inches from the obstruction. Contract may also apply post emergent herbicides along curb and gutter and along asphalt

sections of the multi-use trail. Such applications shall be restricted to a four (4) inch wide strip adjacent to the curb and/or multi-use trail.

In addition to herbicide applications, Contractor shall hand weed as needed to remove any weed that is visible from the roadway or adjacent paved surface in order to maintain perpetual weed free areas. String trimming or hoeing is not an acceptable means of removing weeds from plant beds.

The following herbicide products and rates are pre-approved for Contractor use:

| Herbicide Brand Name | Common Name | Formulation |
|-------------------------------------|--|------------------------------------|
| Cut Stump Herbicides | | |
| Garlon | Triclopyr | 3S |
| Pre-Emergent Herbicides | | |
| Pennant + Endurance + Gallery | Metholachlor + Prodiamine + Isoxaben | Liquid (5G) + 65 WDG + 75 DF |
| Snapshot | Trifluralin | 2.5 TG |
| Post-Emergent herbicides | | |
| Roundup | Glyphosate | 4S |
| Envoy | Clethodim | |
| Image | Imazaquin | 70 DG |
| Insecticides | | |
| Talstar | Bifenthrin | Liquid |
| Malathion | | Liquid |
| Fungicides | | |
| Daconil | | Liquid |

NOTE: Application of pesticide on the site by an unlicensed applicator without direct on site supervision of a licensed applicator as specified in Section 1670-7; use of a pesticide without prior approval, use of a pesticide inconsistent with the label (including, rate, timing, and area of application), or using a pesticide resulting in off target damage, will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reductions, Pg. 28.

MULCH:

Mulch will be double shredded, aged hardwood bark from a single source unless otherwise approved by the Engineer. Submit a sample for approval prior to placement. Mulch shall be applied between January 1 and March 15 each year to maintain a finished depth of 3". Mulch applications shall be made uniformly and edges shall be kept even. Lift foliage as needed to evenly apply mulch under shrubs. Pull mulch away from tree trunks and un-cover shrub and/or perennial plant foliage.

MOWING, EDGING AND TRIMMING:

Contractor shall mow all grassed areas, edge all solid surfaces, string trim and cleanup as a result of these operations as described herein within the Right of Way per the schedule below.

| Mowing, Edging and Trimming Schedule | |
|---------------------------------------|---|
| March, April | 3 rd week (total of 2 cycles) |
| May, June, July and August | 2 nd and 4 th weeks (total of 8 cycles) |
| September October | 2 nd week (total of 2 cycles) |
| November, December, January, February | As requested |

Edging shall be done on all solid surfaces to include, but not limited to, curb and gutter, sidewalk, as often as necessary to keep any vegetation from growing on top of the solid surface.

String trimming shall be done on any area left uncut by mowing operations. Care shall be taken to avoid damage to desirable plant material, sign post, fence posts or any other vertical appurtenances from string trimming operations.

Unless otherwise directed by the Engineer, no mowing cycle will be accepted until all edging and trimming has been completed and vegetative debris has been cleaned up/blown off all solid surfaces and out of planting beds and tree rings.

Depending on the weather, more or fewer mowing cycles may be needed. While it is intended that there will be 12 mowing cycles, this count may fluctuate. Contractor will only be paid for actual work performed.

Compensation:

Monthly Warranty Work will be paid for at the contract per each price for each individual cycle of monthly warranty work done as directed by the Engineer, and accepted by the Engineer.

Mulch, Shredded Hardwood Bark will be paid for at the contract cubic yard price for the actual number of cubic yards of mulch placed and approved. Mulch will be measured by truck measurement. Each truck will be measured and will have a legible identification mark indicating its capacity. Load each truck to its measured capacity by the time it arrives at the point of delivery.

Mowing, Edging and Trimming will be paid for at the contract for each individual cycle of mowing, edging and trimming done as directed by the Engineer, and accepted by the Engineer.

Such prices and payments will be full compensation for all work covered by this provision; including but not limited to furnishing all labor, materials, tools and equipment and any other incidentals necessary or required to complete the work.

Payment will be made under:

| Pay Item | Pay Unit |
|-------------------------------|-----------------|
| Monthly Warranty Work | Cycle |
| Mulch, Shredded Hardwood Bark | Cubic Yard |
| Mowing, Edging and Trimming | Cycle |

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13)(Rev. 1-16-18)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2018 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when

necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

PAVING OPERATIONS:

1) Paving Lift Requirements and Time Limitations:

For paving lifts of 2.0 inches or less, bring all newly resurfaced lanes to the same station and elevation within 72 hours. If not brought up to the same station and elevation within 72 hours, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.

For paving lifts greater than 2 inches, bring all newly resurfaced lanes to the same station and elevation by the end of each work day unless the Contractor utilizes the notched wedge paving methods as described below.

Failure to comply with the following requirements will result in a suspension of all other operations until all lanes of traffic are brought to the same station and elevation:

1. During paving operations, any paving lift greater than 2 inches for asphalt surface course mixes shall be mitigated by having an approved wedge apparatus on the paver that shapes the edge 1 inch vertically and the remaining at a maximum slope steepness of 2:1. For intermediate and base course mixes, use an approved wedge device that shapes the edge with a maximum slope steepness of 2:1. The maximum paving lift allowed to use this method is 3 inches.
2. At the end of the work day, the Contractor shall place portable “UNEVEN PAVEMENT” signs in advance of the uneven pavement and spaced every 1/2 mile along the section of uneven pavement. Once mitigated, all portable “UNEVEN PAVEMENT” signs shall be removed. No additional compensation will be made for these signs or any other type of portable warning signs as these are included in the “Temporary Traffic Control” contract pay item.
3. In the next day’s paving operation and not to exceed 72 hours, the Contractor shall bring up the adjacent lane to the same station and elevation before any further paving takes place on the project.

2) Asphalt Surface Treatments (AST)

For AST Operations, there’s no drop-off condition to be signed. Stationary “LOOSE GRAVEL” and “UNMARKED PAVEMENT” signs shall replace “LOW/SOFT SHOULDER” signs. For placement and spacing of these signs, see the Signing Detail Sheet. All other advance warning signs are to be portable mounted. These signs are included as part of the temporary traffic control (Lump Sum) item.

3) Fine Milling/Microsurfacing (Depths less than 1”)

For fine milling operations less than 1”, paving is not required in the same work period. The paving of the fine milled area is to be conducted within the next work period and not to exceed 72 hours. No advance warning signs are necessary for these conditions unless the paving operations exceed 72 hours.

If this occurs, install portable “UNMARKED PAVEMENT” signs. These signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) item.

4) Shoulder Drop-Off Requirements

Whenever paving operations create an edge of pavement drop-off greater than 2 inches, within 72 hours, the Contractor shall backfill at a 6:1 slope from the edge and finished elevation of the pavement that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater.
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limits less than 45 mph.

Backfill the edge of pavement drop-off with suitable compacted material, as approved by the Engineer. The material, equipment and labor associated with this operation will be at no expense to the Department. This work is not considered part of shoulder reconstruction.

PROJECT REQUIREMENTS:

Failure to comply with the following requirements will result in a suspension of all other operations:

1. Before working on ANY MAP, the Contractor shall submit a written construction sequence for traffic control and construction lighting for ALL MAPS to the Engineer at the first pre-construction meeting and the sequence must be approved before closing a lane of traffic. The Contractor and Engineer will coordinate with the Traffic Management Unit at 919- 814-5000 or Traffic Services for additional traffic control guidance, as necessary.
2. Obtain written approval of the Engineer before working in more than one location or setting up additional lane closures. The maximum length of any one lane closure is 1 mile unless otherwise directed by the Engineer.
3. If Lane Closure Restrictions apply, see Special Provision, “Intermediate Contract Times and Liquidated Damages”.
4. Contractor shall mill and pave lanes in an order such that water shall not accumulate.
5. Traffic Control for the milling and/or paving of ramps is to be done according to Standard Drawing Number 1101.02, Sheets 9 & 10 unless otherwise approved to be closed by the Engineer. If approved, Contractor will provide plans and devices for the detour at no additional cost to the department.
6. If milled areas are not paved back within 72 hours, the Contractor is to furnish and install portable signs to warn drivers of the conditions. These are to include, but not limited to “Rough Road” (W8-8), “Uneven Lanes” (W8-11), and “Grooved Pavement” (W8-15) w/ Motorcycle Plaque mounted below. These are to be dual indicated on Multi-Lane Roadways with speed limits 45 mph and greater where lateral clearance can be obtained within the median areas. These portable signs are incidental to the other items of work included in the temporary traffic control (Lump Sum) pay item.

WORK ZONE SIGNING:**Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2018 Standard Specifications*.

(A) Installation

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2018 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the -Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(A) Sign Removal

Once Maps on the Project are substantially complete, it's acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex. Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) don't have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, sheet 11 or 12. Any remaining punch list items requiring traffic control are compensated in the contract pay item for *Temporary Traffic Control*.

Stationary Work Zone Sign removal is a condition of final project acceptance.**(B) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*. Any required portable signs for lane closures are compensated in the contract pay item for *Temporary Traffic Control*.

MEASUREMENT AND PAYMENT:

Temporary traffic control work, including, but not limited to installation and removal of portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be incidental to the various pay items in the contract. This work includes work zone advance or general warning signs.

STANDARD SPECIAL PROVISION**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:**

(5-20-08)

Z-2

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 Subarticle 108-13(E) of the *2018 Standard Specifications*.

BIDS OVER LIMIT:

In accordance with GS 136-28.1(b), if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

SAFETY VESTS:

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

NOTE: Failure to wear an OSHA approved reflective vest or outer garment on the project will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reductions, Pg. 28.

CONTRACTOR CLAIM SUBMITTAL FORM:

(2-12-14)

104-3

SPD 01-440

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, prior to submitting the final invoice payment. Once an invoice is received and accepted that is marked as “Final”, the Contractor shall be barred from recovery.

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

COOPERATION WITH STATE FORCES:

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

ERRATA:

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

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

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

Division 10

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

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

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

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

PLANT AND PEST QUARANTINES:**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

Z-04a

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, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> 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, emerald ash borer, or other noxious weeds.

MINIMUM WAGES:

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

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

ON-THE-JOB TRAINING:

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

| | |
|---------------------|----------------------------------|
| Equipment Operators | Office Engineers |
| Truck Drivers | Estimators |
| Carpenters | Iron / Reinforcing Steel Workers |
| Concrete Finishers | Mechanics |
| Pipe Layers | Welders |

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

| | |
|------------|---|
| 60 percent | of the journeyman wage for the first half of the training period |
| 75 percent | of the journeyman wage for the third quarter of the training period |
| 90 percent | of the journeyman wage for the last quarter of the training period |

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD COMPENSATION REDUCTIONS:

1. Failure to Follow Safety Precautions: If at any time the following safety and accident protection requirements occur, an immediate standard reduction of **\$250.00** per incident will be deducted from the Contractor's monthly payment.
 - a. Failure to wear a Safety Vest or approved safety outer garment.
 - b. Failure to install Temporary Traffic Control.

2. Failure to Follow Pesticide Specifications: If at any time the following pesticide application requirements are not followed, an immediate standard reduction of **\$250.00** per incident will be deducted from the Contractor's monthly payment.
 - a. Application of pesticide on the site by an unlicensed individual who is without direct supervision of a licensed applicator.
 - b. Use of pesticides that have not been approved by the Engineer.
 - c. Use of pesticide inconsistent with the label.
 - d. Use of a pesticide in a manner that results in off target damage.

**North Carolina Department of Transportation
BID FORM**

WBS Number: 1RE.100813, ETC.
Counties: Bertie and Hertford
Description: Plant Bed Maintenance and Mowing

| LINE | SECT | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|------|------|-------------------------------|----------|-------|------------|------------|
| 1 | SP | MOTHLY WARRANTY WORK | 12 | CYCLE | | |
| 2 | 1670 | MULCH, SHREDDED HARDWOOD BARK | 170 | CY | | |
| 3 | 1670 | MOWING, EDGING AND TRIMMING | 12 | CYCLE | | |

Unit Prices must be limited to TWO decimal places

TOTAL BID FOR PROJECT: _____

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER AND DATING BELOW.

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____
 Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

THIS SECTION TO BE COMPLETED BY N. C. DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2018.

Reviewed by: _____ DATE

Accepted by NCDOT: _____ DATE

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

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

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Partnership

Address as Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
(Select appropriate Title)

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Instructions: 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 venturer 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
BY
Signature of Witness or Attest 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
BY
Signature of Witness or Attest 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

Address as Prequalified
BY
Signature of Witness or Attest Signature of Contractor
Print or Type Signer's Name Print or Type Signer's Name
If Corporation, affix Corporate Seal

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual Name

Trading and Doing Business As

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or Type Name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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.

Execution of Contract

Contract No: 11789203

Counties: Bertie & Hertford

ACCEPTED BY THE DEPARTMENT

Contract Officer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET