

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 10

**PROPOSAL**

**DATE AND TIME OF BID OPENING:** Wednesday February 6, 2019 AT 2:00 P.M.

**CONTRACT ID:** 10-00-124

**WBS ELEMENT NO.:** 10RE.101335, 10RE.101337, 10RE.106035, 10RE.106037 & 40.2.2

**FEDERAL AID NO.:** None

**COUNTY:** Mecklenburg, Union & Cabarrus

**TIP NO.:** None

**MILES:** 68

**LOCATION:** I-85, I-77, NC 16 (Brookshire Blvd) from I-85 to I-277 and the Monroe Expressway

**TYPE OF WORK:** Mowing, Trimming and Litter Removal

**AVAILABILITY DATE:** April 1, 2019

**COMPLETION DATE:** March 31, 2020

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY PROJECT.

BID BONDS ARE NOT REQUIRED.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. 10-00-124 IN MECKLENBURG, UNION & CABARRUS COUNTY, NORTH CAROLINA**

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

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **10-00-124**; 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 thoroughly understands the stipulations, requirements and provisions. 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 date(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. **10-00-124** in **MECKLENBURG, UNION & CABARRUS COUNTY**, 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.

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## **PROJECT SPECIAL PROVISIONS (GENERAL)**

### **STANDARD SPECIFICATIONS**

Unless otherwise stated, all work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *2018 Standard Specifications for Roads and Structures*, the North Carolina Department of Transportation *2018 Roadway Standards Drawings*, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2018 Standard Specifications*.

### **PRE-QUALIFICATION**

Any firm that wishes to perform work on Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be pre-qualified for the type work they wish to perform (including but not necessarily limited to NCDOT Work Code “016607 Mowing”). The contractor performing the Work Zone Traffic Control (either as the prime contractor or as a subcontractor) will be required to be prequalified for the NCDOT Work Code “001105 Work Zone Traffic Control Devices” prior to bid opening.

Firms that wish to bid on these projects as the prime contractor must be pre-qualified as a “Bidder” or “PO Prime Contractor” prior to submitting your bid. Firms that wish to perform as a subcontractor to the prime contractor must be pre-qualified prior to beginning work on the project. Information regarding the requirements to become pre-qualified as a Purchase Order Contract contractor, including the application to become pre-qualified if not already pre-qualified, can be found at the following website:

<https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>

If unsure as to whether your firm is currently pre-qualified by the Department by the Contractual Services Unit, a search of the Directory of Transportation Firms can be performed at the following website: <https://www.ebs.nc.gov/VendorDirectory/default.html> Bids received from firms that are not pre-qualified through NCDOT Contractual Services Unit will be rejected.

Bidders must renew their pre-qualification or re-qualify each year. It is the bidder’s responsibility to ensure that their existing pre-qualification status does not lapse prior to bid opening (or beginning work as a subcontractor). Advance notification of pending renewal dates is not guaranteed.

## **MANDATORY PREBID MEETING**

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on **Wednesday, January 23, 2019 at 10:00 A.M.** at the address below.

**Interstate Maintenance Office  
12033 East Independence Blvd. suite I  
Matthews N.C. 28105  
(704) 791-9759**

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 prior to 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.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision.

## **TERM OF THE CONTRACT**

This contract will be effective for one year beginning **April 1, 2019** and ending **March 31, 2020**. The Contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for four (4) additional periods of one (1) year each (maximum five (5) years total). For each contract renewal, each unit bid will be adjusted by the Bureau of Labor Statistics' Consumer Price Index, using the unadjusted percent change from July (previous term)

to July (current term) for the “Services” category of the “Urban Wage Earners and Clerical Workers” table. This data can be found at <http://www.bls.gov/cpi/tables.htm>. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing 30 days before annual expiration date. The Contractor must notify the Engineer within 15 days after receiving notice of his acceptance of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension. The total contract expenditures shall not exceed the maximum purchase order value of \$5 million per year.

**PERFORMANCE GUARANTEE**

For the term of the initial agreement and any annual contract extensions, the Contracting Agency (NC Department of Transportation) shall deduct the amount of six (6) percent from the amount of monthly invoices. This amount will be refunded without interest, pending the project site review, by the Contracting Agency (NC Department of Transportation) at the end of the initial contract term agreement, or any annual extension agreement. In cases of default, this amount will be used to obtain services from another source.

**DESCRIPTION OF THE WORK**

The work includes cleanup mowing, trimming, and litter removal, on I-77 in Mecklenburg County and I-85 in Mecklenburg and Cabarrus County and NC 16 in Mecklenburg County from I-85 interchange to I-277 limits.

Including the I-85 / I-485 interchange (Turbine) in Cabarrus County, the Interchange of I-85 / I-485 (near Sam Wilson Rd) and the I-77 / I-485 interchange.

The work also included cleanup mowing, trimming and litter removal on the Monroe Expressway.

**SYSTEMS TO BE MOWED**

The number of anticipated mowing cycles is an estimate only and may be increased or decreased by the Engineer due to budgetary or weather conditions. On those Interstate and Primary routes where growth regulators are used, the number of cycles may be less than the number of cycles required for the entire system.

<b>System to be Mowed</b>	<b>Shoulder Miles/Cycle</b>	<b>Cycles of Clean-up Mowing</b>	<b>Cycles of Litter Removal</b>
I-77	30	7	12
I-85	58	7	12
NC 16 (Brookshire Blvd)	8	7	12
Monroe Expressway	80	7	20

## **MOWING HEIGHT**

Vegetation shall be cut to a height of **6** inches maximum.

## **REQUIRED EQUIPMENT**

The Contractor shall employ the following equipment in the performance of the contract work:

- 60" – 90" Mowers: 6 minimum
- 15' Mowers: 2 minimum

The following limitations on mower type (e.g. rotary/flail/sickle) apply to this contract:

- No sickle mowers are allowed.
- No rotary mowers are allowed within 5' of the edge of pavement.

The above limitations (if any) shall supersede any conflicting provision set for the in the equipment section of the Standard Special Provisions.

## **LITTER**

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

## **LONG-ARM MOWING**

Long-arm mowing equipment (if applicable) is specified in the long-arm mowing special provisions of this contract.

## **TOLL FACILITY PAYMENT**

The Contractor will be responsible for paying applicable tolls. The Department will not directly reimburse the Contractor for tolls paid during performance of the work in this contract as the cost of same will be considered incidental to the work being paid for under those various item(s) that have been included.

## **MAINTENANCE OF TRAFFIC (MOT)**

The Contractor shall notify the North Carolina Department of Transportation Monroe Expressway Engineer prior to any MOT, which shall be defined as any operation which impedes normal traffic flow, at least 24 hours in advance. MOT shall include but not be limited to lane closures, flagging operations, and rolling caravans.



## FUEL PRICE ADJUSTMENT

Revise the 2018 Standard Specifications as follows:

**Page 1-83, Article 109-8 Fuel Price Adjustment**, add the following:

The base index price (B) for DIESEL #2 Fuel is \$ **2.0412**. The base price for this contract shall persist through all renewals. The fuel price adjustment will be administered based on shoulder miles mowed during that month. The monthly updated fuel price for adjustments during the course of this contract, including renewals, can be found at:

<https://connect.ncdot.gov/projects/construction/Pages/Pavement-Construction-Prices.aspx>.

The fuel adjustment factor was derived from industry-provided fuel consumption on routine and cleanup mowing for all systems. This factor was validated using NCDOT fuel usage for mowers.

The following formula will be used to calculate the appropriate payment.

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

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

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

Description	Units	Fuel Usage Factor Diesel
Shoulder Miles Mowed	SHM	1.6

Should the contract be renewed, the base index price will remain at the contract advertisement date price for the duration of the contract.

Example of Fuel Price Adjustment for Fuel Price Increases:

B= 1.7230 (Base Index Price)  
A= 1.9451 (Average Terminal Price from first working day of the month)  
Q= 1,000 Shoulder Miles (Partial payment quantity for contract item)  
F = 1.6 (Fuel factor for contract item)

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

$$\begin{aligned} S &= (1.9451 - 1.7230)(1000 * 1.6) \\ S &= (0.2221)(1600) \\ S &= 355.36 \end{aligned}$$

S = \$355.36 (Fuel Price Adjustment for partial payment)

Example of Fuel Price Adjustment for Fuel Price Decreases:

$$\begin{aligned} B &= 1.7230 \text{ (Base Index Price)} \\ A &= 1.5908 \text{ 3.0059 (Average Terminal Price from first working day of the month)} \\ Q &= 1,000 \text{ Shoulder Miles (Partial payment quantity for contract item)} \\ F &= 1.6 \text{ (Fuel factor for contract item)} \end{aligned}$$

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

$$\begin{aligned} S &= (1.5908 - 1.7230)(1000 * 1.6) \\ S &= (-0.1322)(1600) \\ S &= -211.52 \end{aligned}$$

S = \$-211.52 (Fuel Price Adjustment resulting in deduction)

## INTERMEDIATE COMPLETION TIMES

Work Orders will be issued, by the Engineer, directing the contractor to begin a litter pickup or mowing cycle. The Contractor has seven (7) days to commence Mowing or Litter Removal operations upon notification of the Engineer. **The Liquidated Damages for not complying with this contract time is Five Hundred Dollars (\$500.00) per day.**

Should the Contractor fail to complete the work in a timely manner (3 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 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.**

In areas where a median contains guardrail or median barrier rail in close proximity to the travel way, operations that require shoulder closure will also require a lane closure and will therefore be subject to the time restrictions and liquidated damages associated with lane closures. The Contractor shall not close or narrow a lane of traffic on the listed roadways during the following time restrictions.

<b>Road name</b>	<b>Time Restrictions For Lane Closures</b>
I-85	6:00am to 8:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
I-77	6:00am to 9:00pm, Monday through Friday 9:00am to 6:00pm, Saturday and Sunday
Monroe Expressway	6:00am to 9:00am and 4:00pm to 7:00pm, Monday thru Sunday
For Shoulder Closures	
I-85	6:00am to 9:00am and 4:00pm to 7:00pm, Monday through Friday
I-77	6:00am to 9:00am and 4:00pm to 9:00pm, Monday thru Friday

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

## HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 9:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, 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 and 9:00 p.m. Tuesday.
- For **Independence Day**, between the hours of 9:00 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 9:00 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 and 9:00 p.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Tuesday and 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 Tuesday after the week of Christmas Day.
- For **Spring and Fall Nascar or Drag Races** at the **Charlotte Motor Speedway**, and **Z Max Dragway** between the hours of 6:00 a.m. the Thursday the week of the event until 8:00 p.m. the Monday after the last race, or directed by the Engineer.
- For any **Football game** at the **Bank of America Stadium** or **Event** at the **Spectrum Center**, from three hours before the game until 3 hours after the game.

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 original traffic pattern.

**The Liquidated Damages for failure to comply with the lane closure restrictions are ONE THOUSAND DOLLARS (\$1000.00) per hour or portion thereof.**

## **GENERAL TERMS AND CONDITIONS**

**Acceptance and Rejection** - The right is reserved by the Contracting Agency to accept or reject any and all bids or to waive any informality in bids. In case of error in the extension of prices in the bid, unit prices will govern.

**Payment** - Payment to the Contractor will be made monthly. Terms shall be payable upon receipt of approved invoice.

**Competitive Bids** - In compliance with Section 112© of Title 23 USC, the signer of this bid certifies this bid has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws. All bids must be signed by the owner or an officer of the firm.

**Award of Contract** - "The North Carolina Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

All qualified proposals will be evaluated and acceptance made of the bid judged by the Contracting Agency to constitute the best value offered for the purpose intended. Responsible Bidders will be determined considering the following items: (1) Related Work Experience; (2) Equipment; (3) Financial Stability; (4) References; and (5) Price. The Bidder may be required to furnish supporting documentation for Item 1 thru 4. The lowest Responsible Bidder will be notified that his bid as been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he will be expected to perform the work. Withdrawal of proposal will be allowed only under limited conditions. Failure to perform may result in the Bidder being held in default of contract. The Department will then proceed to the second lowest bidder and charge the low bidder who is in default with the additional cost of obtaining those services.

All awards are final and are not subject to further review. Any formal complaints concerning awards should be made in writing to the Engineer for the project.

## **SAFETY AND ACCIDENT PROTECTION**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL**

The Contractor's personnel shall not be responsible for removing hazardous materials from the right-of-ways, but shall notify an NCDOT representative as soon as possible.

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

## **UTILITY CONFLICTS**

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

## **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):**

(10-16-07)(Rev. 1-15-19)

102-15(J)

SP1 G67

### **Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

### **Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet the Combined MBE/WBE goal. No submittal of a Letter of Intent is required.

*Combined MBE/WBE Goal:* A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet the Combined MBE / WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

*Contract Goal Requirement* - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

*Goal Confirmation Letter* - Written documentation from the Department to the bidder confirming the Contractor's approved, committed participation along with a listing of the committed MBE and WBE firms.

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

*MBE Participation (Anticipated)* - A portion of the total contract, expressed as a percentage that is anticipated to be performed by committed MBE subcontractor(s).

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

*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 and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

*Replacement / Substitution* – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

*United States Department of Transportation (USDOT)* - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

*WBE Participation (Anticipated)* - A portion of the total contract, expressed as a percentage that is anticipated to be performed by committed WBE subcontractor(s).

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

## **Forms and Websites Referenced in this Provision**

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.  
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.  
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.  
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.  
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>



## **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **0.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

(A) Minority Business Enterprises **0.0 %**

- (1) *If the anticipated MBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated MBE participation is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises **0.0 %**

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

### **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE / WBE goal. The Directory can be found at the following link.

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

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

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE

subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express<sup>®</sup>.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

- (1) *If the Combined MBE/ WBE goal is more than zero,*
  - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* 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 and WBE participation for the contract.
  - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." 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 and 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 rejected.

- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.
- (2) *If the Combined MBE/WBE Goal is zero*, entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

### **MBE or WBE Prime Contractor**

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE Goal, the firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

### **Written Documentation – Letter of Intent**

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the Combined MBE/WBE goal of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

If the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE/WBE goal by \$1,000 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 and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

### **Submission of Good Faith Effort**

If the bidder fails to meet or exceed the Combined MBE/WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal.

One complete set and **3** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: 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. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### **Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero**

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use

of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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 to the Department that the Combined MBE/WBE goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

## **Non-Good Faith Appeal**

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

## **Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**

### **(A) Participation**

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed 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) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

### **(C) Subcontracts (Non-Trucking)**

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or 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, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE /WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE /WBE requirement 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) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or 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 determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and 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 any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) 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 the Combined MBE/WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) 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.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only

for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement 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. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE commitment to meet the Combined MBE/WBE Goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBE/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. 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 contracting the work defaulted by the previous MBE/WBE 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) A list of reasons why MBE/WBE quotes were not accepted.
  - (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 the SAF (*Subcontract Approval Form*) 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 goal requirement.
  - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) 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 Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

### **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 MBEs/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 the work had been expected to be performed by a committed MBE/WBE,

the Contractor shall seek participation by MBEs/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 MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

### **Reports and Documentation**

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

### **Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and 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:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/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 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 being approved for further work on future projects until the required information is submitted.

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.

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

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

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

### **DEFAULT OF CONTRACT**

1. Declaration of Default - The Department shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract as determined by the Department. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work, refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors. Refer to Section 108-9 in the "Standard Specifications for Roads and Structures, 2018" for additional information.

2. Sanctions - In the event of a breach of the contract by the Contractor, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the Contractor under the contract without penalty or interest until the work is completed.

3. Notice - Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the Contractor at least 7 days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the Contractor time in excess of 7 days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the Contractor is not proceeding satisfactorily to compliance, it may impose the sanction after 24 hours notice to the Contractor. If the

Department determines that the Contractor is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the Contractor, in writing, with a copy to the surety of the sanctions imposed.

4. Payment - After declaration of default, the Contractor will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the Contractor. The Department, at its election, may retain the sum due the Contractor, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Contractor upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Contractor. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the Contractor, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs and expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the Contractor and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.

5. Authority of Engineer - The Engineer will exercise the powers and discretion vested in him by the contract conditions in carrying out the term of this article. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.

6. Obligation of Contractor and Surety - No term or terms of this article and no action taken pursuant hereto by the Department of Transportation, its agents, or employees, will be construed to release or discharge the Contractor or the Surety upon the obligation set forth in the contract bonds, and the Contractor and the Surety shall remain bound thereon unto the Department until the work set forth in the contract has been completed and accepted by the Department and all obligations of the Contractor and the Surety arising under the contract and contract bond have been discharged.

7. Bankruptcy - Without regard to the Notice provisions of Item 3. above, upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act, the Department may, at its option, terminate the contract.

**CONTRACTOR**

Insurance Requirements: Before beginning work on this project, the Contractor shall obtain from an insurance company, duly authorized to do business in North Carolina, insurance as follows:

A. Worker's Compensation- Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$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.

B. Commercial General Liability – The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: “This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured.”

C. Automobile - Automobile Liability Insurance, to include liability coverage, covering all 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.

Proof of insurance, as described above, shall be furnished to the Engineer prior to beginning work.

Supervision - At all times that work is actually being performed, the Contractor shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. In the event a project is clustered and consists of two or more counties, a supervisor may be required for each county, as the Engineer may consider necessary. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representatives.

The appointed Supervisor(s) name and contact information shall be shared with the Engineer prior to beginning the first mowing cycle of each year covered under this contract. Each Supervisor shall have a cellular telephone for communication with the Engineer/Inspector for the project. In the event a supervisor changes telephone numbers advance notice must be given to the Engineer.

At least one (1) English speaking employee must be on-site during the mowing operation.

Prosecution of Work - The Contractor will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional work, and the Contractor shall begin work within and complete the work within the time frame specified in the Project Special Provisions. Any work performed prior to the time of notification by the engineer will not be included in any payment to the Contractor. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner.

Operation of Equipment - The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the tractor wheels are to remain off the travel way during mowing operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

Responsibility for Damage Claims - The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the contract.

Protection and Restoration of Property - The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable

precautions to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables, and other overhead structures.

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer, or his representative, shall be notified no later than the end of that work day. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

The Contractor shall protect carefully from disturbance or damage all land monuments and property markers.

The Contractor shall be responsible for the removal, preservation, and resetting of all mail boxes disturbed by the mowing operations. The mailboxes and their supports, when reset, shall be left in as good a condition as they were prior to the mowing operations.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

## **EQUIPMENT**

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 and telephone number on each piece of equipment (including trucks) used on this project.

General: The Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. 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.

## **RIGHT OF THE CONTRACTOR TO FILE CLAIM**

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of his intent to file a claim. Such notice shall be given within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts he deems himself entitled to. The claim shall be submitted to the Division Engineer within 30 days of the end of the annual contract period.

If the Contractor fails to receive such settlement as he claims to be entitled to, the Contractor may submit a written and verified claim to the State Highway Administrator. The claim shall be submitted within 60 days from the time the Contractor receives notice of findings from the Division Engineer. Settlement of the claim shall be governed by G. S. 136-29.

## **GENERAL INFORMATION**

Policy - It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. It is intended that grass height within established mowing zones will be maintained between the height shown in the Project Special Provisions and eighteen (18) inches along interstate, primary and major paved secondary routes. Along minor paved and unpaved secondary routes, grass heights may exceed eighteen (18) inches for varying periods of time; however, safe sight distances will be maintained.

Growth Regulators/Retardants - The Contractor's attention is directed to the fact that the Department may elect to use growth regulators/retardants on some sections of roadway. These sections will be identified to the prospective bidders at the Pre-Bid Conferences. Generally, the need for mowing of these sections will be reduced during the mowing season. No payment will be made for mowing these sections unless mowing is specifically authorized by the Engineer.

Cycle - One complete mowing of I-85, I-77, NC 16 (Brookshire Blvd) from I-85 to I-277 and the Monroe Expressway

Threatened and Endangered Species – Due to federal or state listed threatened and endangered species located in the county in which this project may be located, the contractor will be required to contact the Division Environmental Engineer to determine if any part of this project or any area of his operations in connection therein is within an area designated as a threatened and endangered plant species population. If so, the contractor shall be responsible for any damage done to these plant populations as a result of this contract work. The contractor is responsible for all cost resulting from penalties or fines as well as cost associated with any repair or mitigation work necessary as a result of such damage. All associated cost will be assessed to the contractor and withheld from the contractor payment. A list of counties which currently have threatened

and endangered plant species located within highway right-of-way is shown elsewhere in this proposal.

Plant Pest Quarantines - Due to plant pest quarantines in the county in which this project may be located, the Contractor will be required to contact the local Plant Pest Control Office of the U. S. Department of Agriculture to determine if any part of this project or any area of his operations in connection therewith is within the quarantine area. If so, the Contractor shall thoroughly clean and wash all equipment that moves out of the quarantine area at any time during or after completion of the work, and shall comply with any other restrictions or regulations as required by the U. S. Department of Agriculture and the N. C. Department of Agriculture.

A list of counties which currently have plant pest quarantine is shown elsewhere in this proposal.

Equipment Requirements - The Contractor shall furnish the minimum number of fully-operated mowers shown in the Project Special Provisions dedicated to the work outlined herein. If the Contractor demonstrates that he can perform the work on schedule with a lesser number, he may reduce the number with the prior approval of the Engineer.

The Contractor must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition (i.e. no excessive fluid leaks; blades sharpened and in good condition) and suitable for performing the work required. All tractors shall have sufficient horsepower to operate their mowers per manufacturer recommendations. All tractor tires shall have adequate tread depth to perform the work required. All original equipment safety devices shall be in place.

Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. Tractors shall also be equipped with a minimum of two outside blinking amber lights, visible from both directions and one top of cab mounted amber rotating light, visible from both directions. The Contractor must furnish, mount, and maintain a "Caution Mower" sign on the rear of each mower. In addition, the Contractor shall display his company name on each tractor. The Department will not be responsible for damage to the Contractor's equipment.

The Engineer may reject any equipment that is not operating in a satisfactory manner.

Signing - The Contractor will furnish and erect appropriate advance "Mowing" signs which are to be kept appropriately spaced. The Engineer will determine the specific requirements for signing. A detail for the advance "Mowing" signs is shown in Appendix C.

Hours of Work - The Contractor's operations will be restricted to daylight hours and no work may be performed on Sundays and legal State holidays unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations.

## **OUTSOURCING OUTSIDE THE USA**

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

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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.

## **PROJECT SPECIAL PROVISIONS (ROADWAY)**

### **NOTES TO CONTRACTOR**

Special emphasis will be made to completing the mowing and litter removal cycles just prior to the following holidays: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. The contractor shall provide adequate equipment and personnel to complete these cycles within the timeframe listed in the Intermediate Completion Time provision listed elsewhere in this contract.

The Contractor's attention is directed to the fact that he will be required to mow the existing established limits from right of way fence line to right of way fence line along the Monroe Expressway.

### **CLEANUP MOWING**

The Contractor shall provide cleanup mowing as shown in the details A-1 through A-12 at the end of the proposal.

Clean-up mowing includes the mowing of the sight distance areas at intersections, interchanges, along curves and at least 10 feet behind Barrier Walls or Guardrail and 2 feet in front of Sound Walls. On divided highways mowing in the median shall be performed in accordance with established mowing patterns.

As a part of clean-up mowing, the contractor will be required to mow the median and adjacent to the roadway side of the continuous median guardrail and if necessary provide the appropriate Traffic Control Devices, including signs in accordance with the Department's guidelines.

Non-tractor mowing 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. Non-tractor mowing shall mean using hand equipment (weed eaters, small mowers, etc.) to cut adjacent to the obstructions and the cost of regular mowing will include the trimming around sign posts, light poles, sound walls, barrier walls, guardrail and post reflectors to a height that matches the mowing height of the large machines. Mowing must be at least 10 feet behind Barrier Wall or Guardrail and 2 feet in front of Sound Walls.

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 find 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.

**Note:** The Contractor must complete one (1) mowing area prior to moving to the next.

## **LITTER REMOVAL**

The litter patrol needs to remove all large debris from the mainline roadways, ramps, right side emergency lanes and front slopes. Large debris shall consist of but not limited to tires, pieces of tire, lumber, metals of all kinds, household furnishings of all kinds, truck bed liners, vehicle parts, cardboard boxes, buckets, barrels, ladders, etc.

**The litter crew will not be allowed against the concrete barrier wall.**

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.

The Contractor's personnel shall pickup and dispose of any litter or debris in a landfill approved by North Carolina Division of Waste Management. 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.

All litter/debris must be removed from the right-of-ways prior to the end of each day. Uncollected storage or stockpiling of litter/debris (piles of litterbags, tires, tire debris, etc.) will not be permitted. All cost involved with the disposal of the litter/debris shall be included in the contract unit price or "Litter Removal". 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.

The Contractor must complete one (1) Litter area prior to moving to the next (not to exceed 5 miles).

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.**

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.

**Note:** Contractor shall provide litter tonnage each month to the Engineer.

**This contract shall be immediately terminated if the contractor is found guilty of illegal dumping. Work will be suspended if contractor is charged with illegal dumping.**

## **INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT**

Inspection - All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a weekly basis, unless otherwise directed.

Basis of Acceptance - It is intended that the work will be completed in a neat, workmanlike manner. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around structures, sound walls, delineators, guardrail and sign posts shall be mowed to provide a neat appearance.

Method of Measurement - The quantity of Clean-Up Mowing to be paid for will be the actual number of shoulder miles mowed. Highway mileage 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 highways with grassed median shall equal four (4) shoulder miles. However, exceptions will be made for sections with barrier medians, etc. No additional measurement or compensation will be made for interchange ramps, sight distance, etc. as such areas are included in the shoulder miles measured along the mainline. Separate measurement will be made each time an area is mowed.

It is understood that during the course of the contract, routes may be added to or deleted from the contract as routes are added to or deleted from the State Highway System or other extenuating circumstances. It will be the responsibility of the Contractor to mow or not mow such routes as directed by the Engineer. In the case of roads added to the System, actual mileage will be used for measurement.

The quantity of Litter Removal to be paid for will be the actual number of litter removed per shoulder mile. Highway mileage 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



Basis of Payment - The quantity of clean up mowing, measured as provided above, will be paid for at the contract unit price per shoulder mile for "Clean-up Mowing".

The quantity of litter removal, measured as provided above, will be paid for at the contract unit price per shoulder mile for "Litter Removal".

Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and dumping fees, necessary for the prosecution and completion of the work.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Payments will be made to the Contractor on a monthly basis for work accomplished and accepted.

Clean-Up Mowing  
Litter Removal

Shoulder Mile  
Shoulder Mile

## **DEADHEADING GUIDELINES**

Deadheading should be avoided altogether whenever possible. Deadheading often exposes personnel and the traveling public to unnecessary hazards. The following guidelines shall be followed whenever deadheading becomes absolutely necessary.

### **Definition of Deadheading**

- To pilot or drive a vehicle, while not performing work from one location to another on roads open to traffic.
- Does not include movement within a signed workzone or signed work area.
- Vehicle is not used for intended purpose during travel unless it is a licensed on road vehicle.

### **Prohibited Equipment (Equipment that should never be deadheaded on any route)**

- Track equipment
- Over width equipment according to motor vehicle laws.
- Skid steer equipment
- Quickcut mowers
- Any equipment that is not road worthy

**Prohibited Facilities** (Equipment should never be deadheaded on travel lanes of these facilities. Shoulders are acceptable if proper procedures are followed.)

- Interstates
- High volume facilities
- Controlled and Limited Access Roadways and Freeways

### **Procedure if you have to Deadhead**

- The Contractor shall obtain approval from the Engineer.
- Use low volume roads and back routes to job sites.
- A Shadow Vehicle shall be used whenever you are on a multi-lane highway facility or on the shoulder of the routes shown above. In all other situations a Shadow Vehicle should be used when practical.
- If you are not using a shadow vehicle, the use of flashing strobes and other lights might distract other drivers from seeing your brake lights, headlights and turn signals when you are travelling to your destination.
- Use of these devices should be restricted to travel speed that is substantially less (25 mph less than posted or prevailing speed). All indicator signals shall be functioning properly.
- Warning Triangles for slow moving vehicles should be in place.
- Use Equipment "Road" Gear for more appropriate vehicle speed.

### **When Permitted**

- Time of day (allowed only during daylight hours)
- Weather events and emergencies.

### **Driving Tips**

- Utilize Defensive driving techniques, not an aggressive driving attitude.
- If traffic backs up behind deadheading equipment, pull to safe area occasionally and allow traffic to pass.
- If you have to deadhead, then pay particular attention to the surrounding traffic (both on-coming and the traffic behind you). When you are turning across the road in a slower piece of machinery do not turn until you are clear of all on-coming vehicles AND you are sure that all the vehicles behind you are stopping AND that they are aware you are turning.

### **Implementation**

The Guidelines should be reviewed with each operator. The Contractor will be held accountable for each employee's actions. If the Contractor fails to abide by the above deadheading guidelines, the Engineer will suspend all operations until the issues have been addressed.

### **GUNS AND PERSONAL PROPERTY FOUND**

The Contractor shall notify the Engineer immediately when a Gun or Guns are found. In the event when a Gun is found the Contractor shall stay with the weapon (without handling) until the Police arrive and retrieve.

When Personal Property is (example wallet, workable cell phones) found the Contractor shall make attempt to notify the property owner, and keep and record of such.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD). All work vehicles shall be equipped with an outside blinking amber light visible from all directions.

### **Mowing Operations:**

The work zone sign shall be a portable sign 48"x 48" and stand specifically designed for one another, and should be 5 feet off the ground (refer to Roadway Standard Drawing 1110.02). Signs shall be composite, aluminum, or retroreflective roll-up (Non-reflective Mesh Signs will not be accepted). It should be mounted 3' minimum from travel lane on the right shoulder or in the median in advance of slope mowing operations and should be relocated regularly to maintain a work zone of 2-mile maximum length. Care should be taken that this sign is displayed only while slope mowing work is underway.

Work less than four (4) feet from the travel lane on roads with two-way traffic shall require "Temporary Lane Closures" (refer to NCDOT Roadway Standard Drawings 1101.02, Sheet 1 of 7). The Contractor shall furnish, install, and maintain advance warning work zone signs and required lane closure signing and devices. Traffic movements through lane closures shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests, hats, stop/slow paddles, and any other incidentals necessary to complete the work.

Work within 4 to 40 feet of the travel lane on divided multi-lane highways, shall require appropriate advance warning signs and a Truck Mounted Impact Attenuator (TMIA) as a shadow vehicle for the mowing operation.

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 (Roadway Standard Drawing 1101.02 Moving Caravan).

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"

At the contractor's option, 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 Routine Mowing.

### **Litter/Debris Removal Operations:**

All stages of the litter/debris removal operation shall be accomplished in accordance with the “Work Zone Traffic Control Guidance for Litter/Debris Removal” as specified. The NCDOT Certified Work Zone Supervisor shall submit traffic control plans for the approval of the Engineer, who may adjust or require additional control measures if warranted.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Contractor shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor’s expense repair, rebuild, or otherwise restore such property in such manner, as the Engineer may consider necessary.

#### General:

- Workers that are involved in litter/debris removal operations shall comply with the following:
  - Wear NCDOT approved safety vests meeting ANSI/ISEA 107-2004 Class 2 standards for day time operations
- Litter/debris removal operations shall be confined within a maximum 5 mile stretch of roadway in a work period
- Conduct litter/debris removal operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02. Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.
- Use the appendix drawings to retrieve bagged litter/debris and any other materials after being collected by the workers.
- For operations where workers and equipment are confined to the shoulders, comply with the followings:

#### On Multilane Divided Facilities

- A Truck Mounted Attenuator (TMA) shall be used to protect each group of workers removing litter/debris if the shoulder is wide enough to fit a TMA.
- If a TMA is not used, a shoulder closure shall be installed
- A shoulder closure shall be installed in locations where the shoulder is too narrow to accommodate a TMA without encroaching into the traffic lane

- A shoulder closure or a TMA shall be used on the median side of the opposite direction if the following condition exists:
  - Where workers and/or equipment are within 15' from the adjacent travel lane in the opposite direction and are not protected from traffic in the opposite direction by any type of positive median protection such as concrete barrier, guardrail, or guiderail.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

#### Two-Lane, Two-Way Facilities over 4000 ADT

- A shoulder closure shall be installed if workers are to be present more than one hour at any location.
- If workers are to be present less than one hour, use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD".
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

#### Two-Lane, Two-Way Facilities 4000 ADT or lower

- Use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD". The sign should be located 500 feet ahead of the area where workers and or equipment will be present during the operation.

#### **Please Note The Following Exceptions:**

The moving caravan operation will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

The truck mounted attenuator (TMA) will NOT be required to be used while retrieving bagged litter/debris in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

If the vehicle the Contractor is using is wider than the width of the shoulder a moving caravan operation WILL be required if the Contractor elects to allow the vehicle to encroach into the travel.

The Contractor may elect to park the vehicle outside of these narrow areas and remove bags by hand in lieu of the moving caravan operation.

The truck mounted attenuator (TMA) will NOT be required to protect workers picking up litter/debris if the Contractor's operations are carried out in such a way that the workers are positioned individually along a roadway and not travelling in a concentrated group.

If a concentrated group of workers are gathered together in a formation to conduct clean up then they shall be protected by a TMA.

The shoulder closure will NOT be required unless equipment remains stationary for more than 5 minutes and/or a concentrated group of workers are within 15 feet of an open travel lane and the area is not protected by barrier or guardrail.

The lane closure will NOT be required unless equipment remains stationary for more than five minutes and/or a concentrated group of workers are within 10 feet of an open travel lane and the area is not protected by barrier or guardrail.

A concentrated group of workers is defined as three (3) or more workers within a 500' section and within fifteen (15) feet from a travel lane, measured along the edge of the roadway, of other workers.

"Deadheading" of equipment shall be approved by the Engineer. Equipment requiring to be relocated from one project site to another shall be transported by trailer.

In accordance with Article 107-21 of the *Standard Specifications*, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub article 108-7 of the *Standard Specifications* dated January 2018.

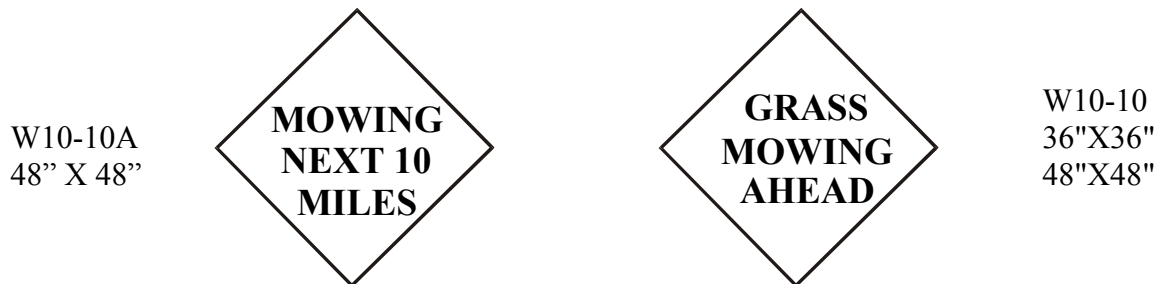
The cost of furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the work and protect the public will be considered incidental to the other pay items in this contract.

## REQUIRED SIGNS

### Grass Mowing Advance Warning Signs (W10-10A and W10-10)

The W10-10 and W10-10A are portable signs. The W10-10A is a 48" X 48" black on fluorescent orange sign that is mounted a minimum of five (5) feet from the roadway to the bottom of the sign and used on Interstates, other high volume roadways, or roadways that may require a mounting height of five (5) feet for increased visibility, and should read "mowing Next 10 Miles". Care should be taken that this sign is displayed only while mowing is underway and should be relocated regularly to keep total distance between mowing vehicle and sign from exceeding 10 miles. The W10-10 is either a 36" X 36" or 48" X 48" black on orange sign that is mounted a minimum of one (1) foot from the roadway to the bottom of the sign, and used on low volume roads. The W10-10 should read "Grass Mowing Ahead". The Engineer or his representative may direct the larger 48" X 48" sign be used if traffic conditions dictate a need.

All portable signs and stands must meet or exceed the requirements of NCHRP 350 for Work Zone Category II Devices, and be listed on North Carolina's approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another. Refer to North Carolina Department of Transportation January 2018 Highway Design Branch Roadway Standard Drawing No. 1110.02.



### Caution Mower (W10-11A and W10-11)

The W10-11 and W10-11A are special black on fluorescent orange signs which shall be mounted on the rear of mowers or on the mowing deck which can be easily read by motorists approaching from the rear, and with a minimum clearance of one (1) foot from the ground to the bottom of the sign. The sign must not block the motorist's sight of the light bar. The contractor may choose either the W10-11 (54" X 30"), or the W10-11A (36" X 36").

W10-11A  
36" x 36"



W10-11  
54"X30"

Litter Pickup Advance Warning Signs (W10-10A and W10-10)

W10-10A  
48" X 48"

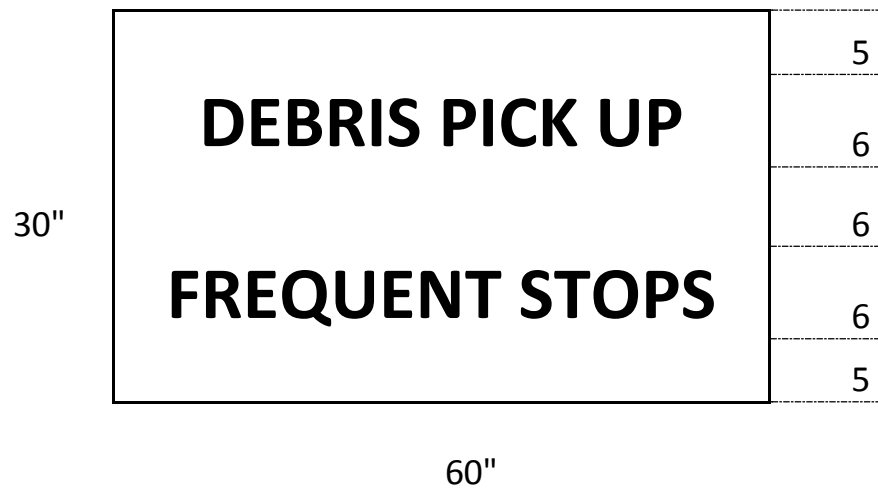


W10-10  
36"X36"  
48"X48"



*SIGN DETAIL FOR LITTER/DEBRIS REMOVAL VEHICLE*

**DETAIL OF SIGN TO BE MOUNTED  
ON BACK OF ALL VEHICLES USED FOR  
LITTER/DEBRIS REMOVAL**



Lettering - Black

Background - Fluorescent Orange (Retroreflective)

## STANDARD SPECIAL PROVISIONS

### 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 Article 108-13(E), of the *2018 Standard Specifications*.

## **ERRATA**

(10-16-18) (Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

### **Division 6**

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

### **Division 7**

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

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

### **Division 10**

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

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

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

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

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

### **Division 17**

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

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

Directional Drill (1)(1.25”) Linear Foot

## **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.

## **TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**(e) Sanctions for Noncompliance:**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.

1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.



2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

**(3) Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

#### **(4) Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 5-21-13)

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. A sample agreement is available at [www.ncbowd.com/section/on-the-job-training](http://www.ncbowd.com/section/on-the-job-training).

## **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.

## TYPICAL MOWING PATTERNS FOR CONTRACT MOWING

**“Routine” Mowing** – The area to be mowed along each roadway shall be in conformance with previously established mowing patterns. Typical mowing patterns are shown elsewhere in the proposal. Generally, the area to be mowed is from the travelway to the shoulder point and **one “swath” beyond in fill sections** and from the travelway to the ditch line and **one “swath” beyond in cut sections**. A “swath” is the width of cut for the mower being used and shall be a minimum of 5 feet. Routine mowing also includes the mowing of sight distance areas at intersections, interchanges, along curves, and sight distance at signs on freeways.

On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

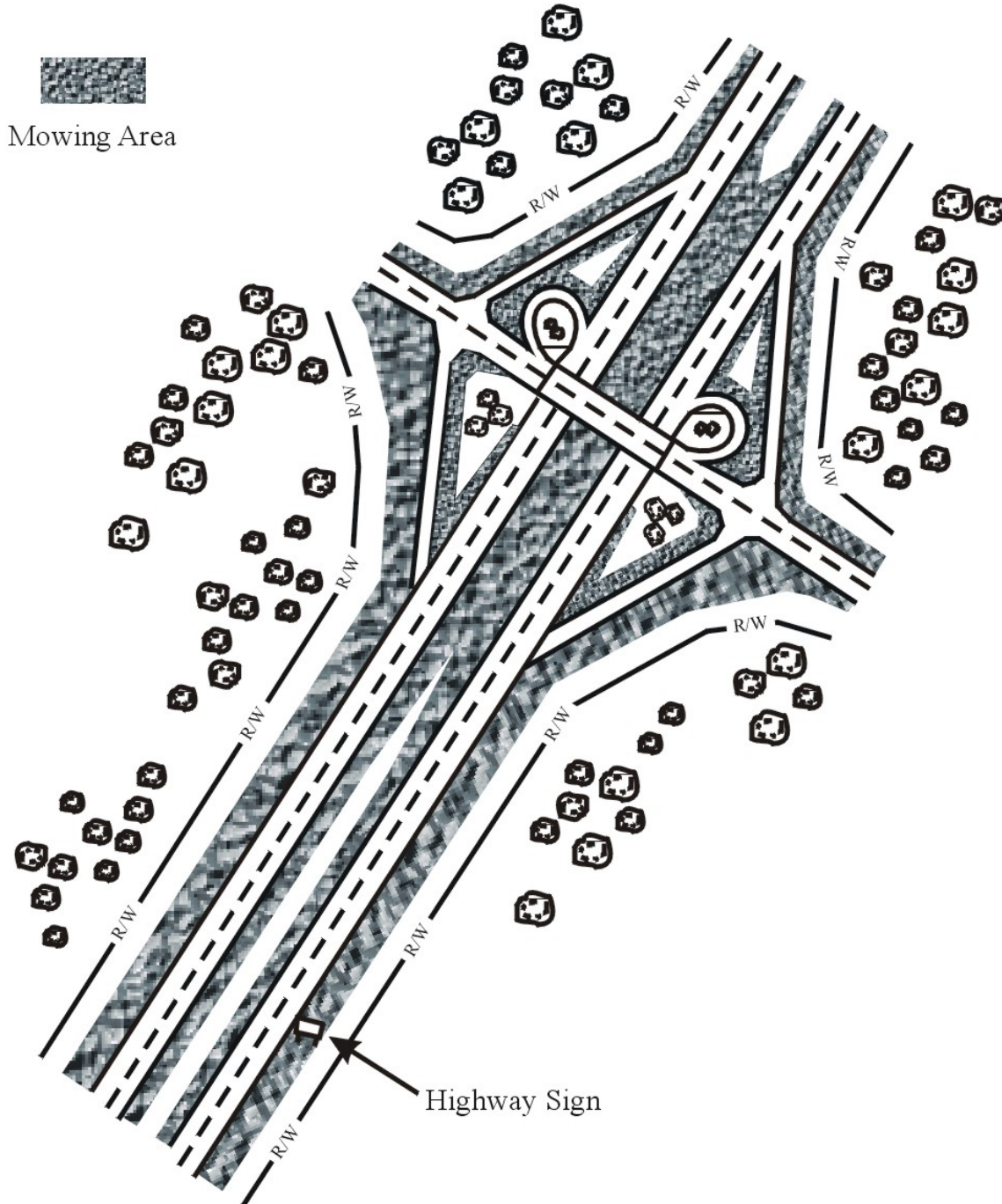
**“Clean-Up” Mowing** – Mowing within the right of way which includes the area established for “routine” mowing and extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns included elsewhere in this proposal. Clean-up mowing includes the mowing of sight distance areas at intersections, interchanges, and along curves. On divided highways, mowing in the median shall be performed in accordance with established mowing patterns.

**Long-Arm Mowing** - All roads shall be mowed to the top of the cut slope, to the bottom of the fill slope, or to the limit of the equipment. Vegetation hanging over the cut slope or fill slope shall be mown to the limit of the mower. All vegetation five inches in diameter or less shall be cut. Cut vegetation shall be cleaned up or mulched. All brush or debris which falls into the roadway shall be immediately removed by the Contractor.

**Additional Mowing** – Any mowing required to be done which is not part of routine or clean-up mowing. Additional mowing will be performed only when and as directed by the Engineer.

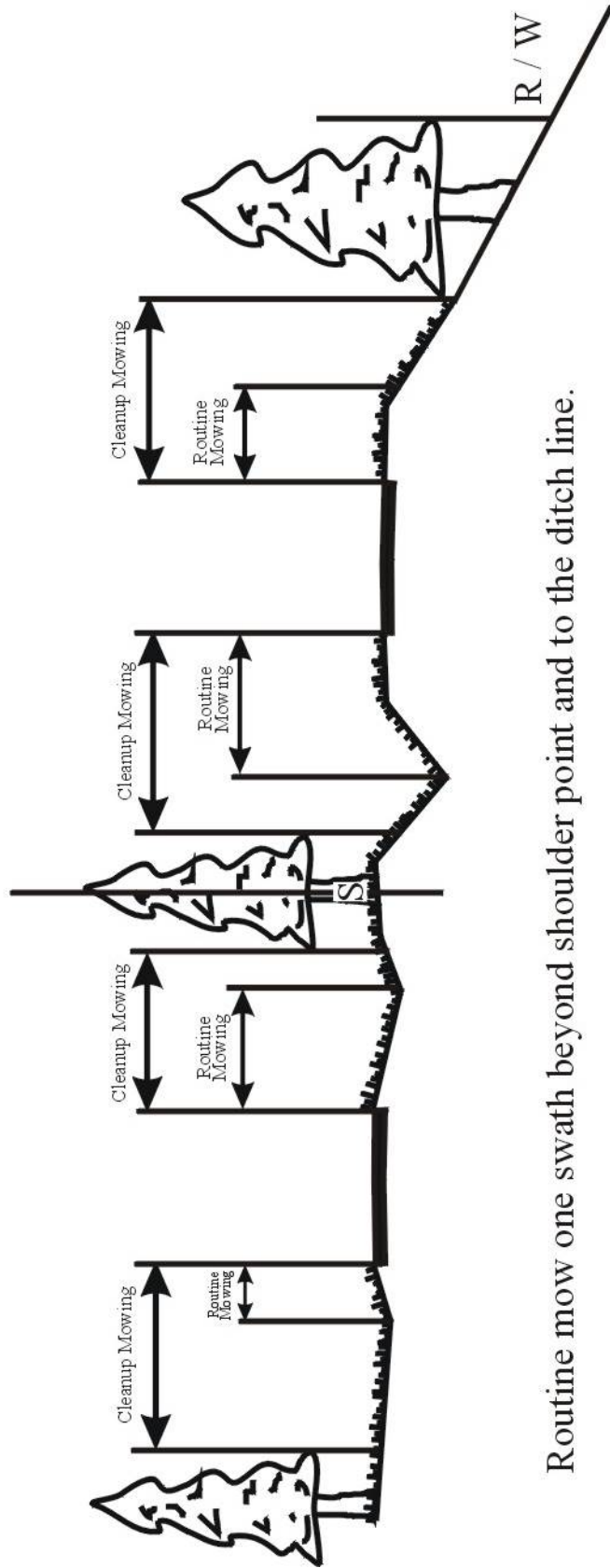
**Traffic Control Devices** – Traffic Control Devices may be required to provide for the safe mowing of the median of divided highways where continuous runs of guardrail have been installed. The utilization of Traffic Control Devices will be required when the mowing operation encroaches onto the adjacent travelway.

# TYPICAL MULTI-LANE HIGHWAY



Note: On divided highways, mowing in the median shall be performed in accordance with the established mowing patterns.

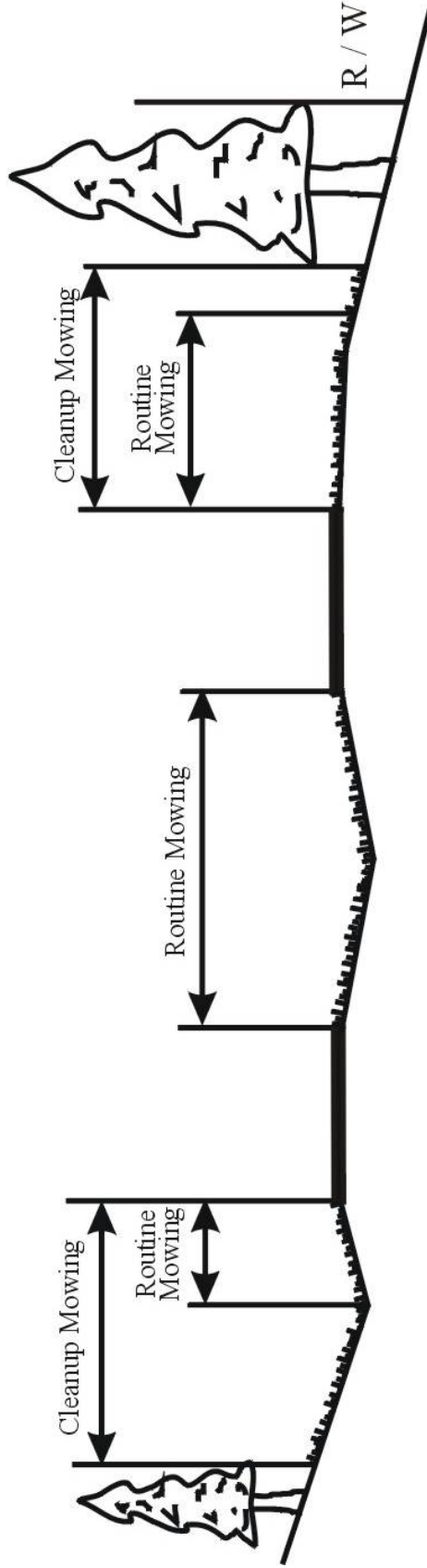
# TYPICAL FOUR LANE HIGHWAY SECTION SPREAD MEDIAN



Routine mow one swath beyond shoulder point and to the ditch line.

Cleanup mow to R/W or mowing pattern.

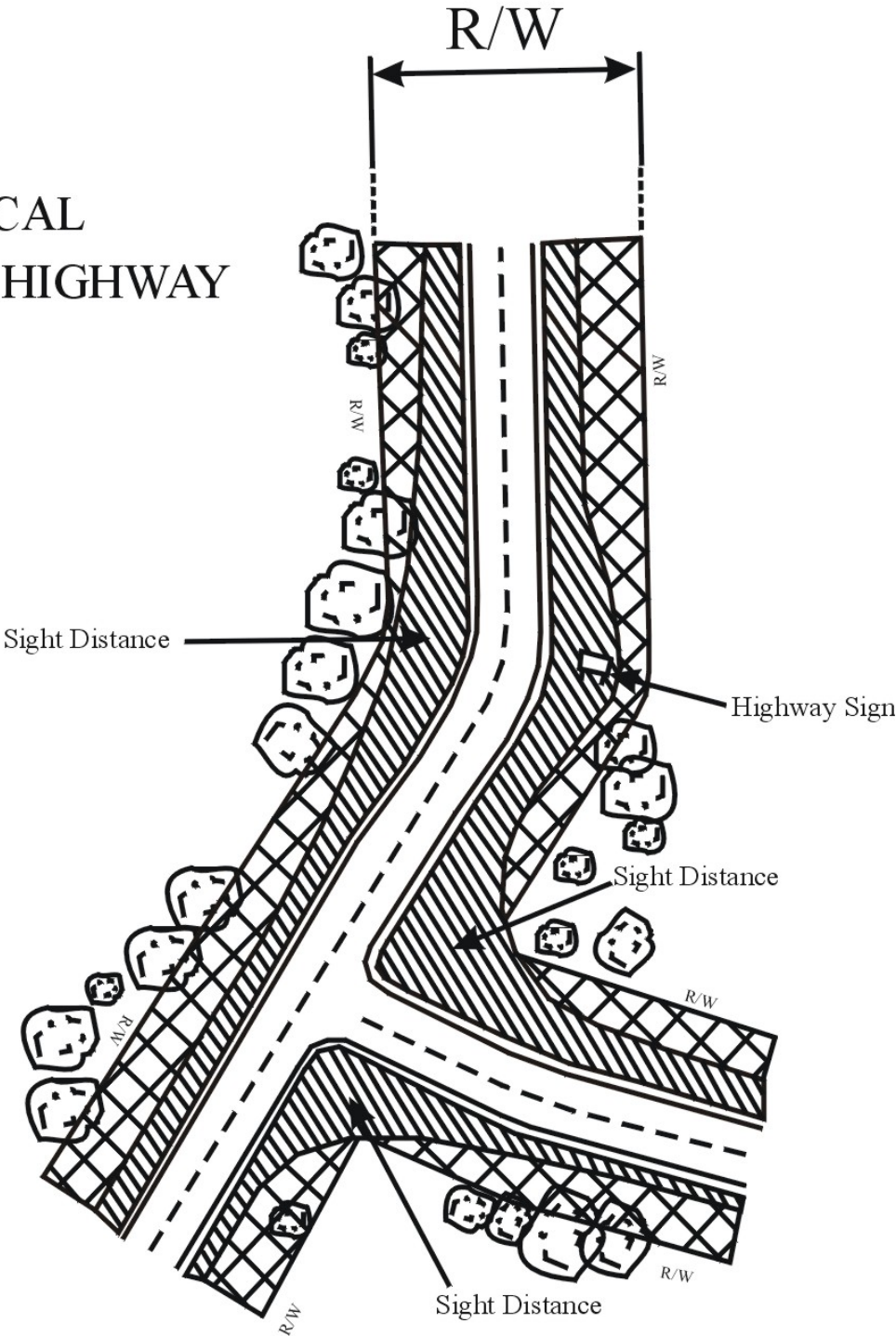
# TYPICAL FOUR LANE HIGHWAY SECTION NARROW MEDIAN



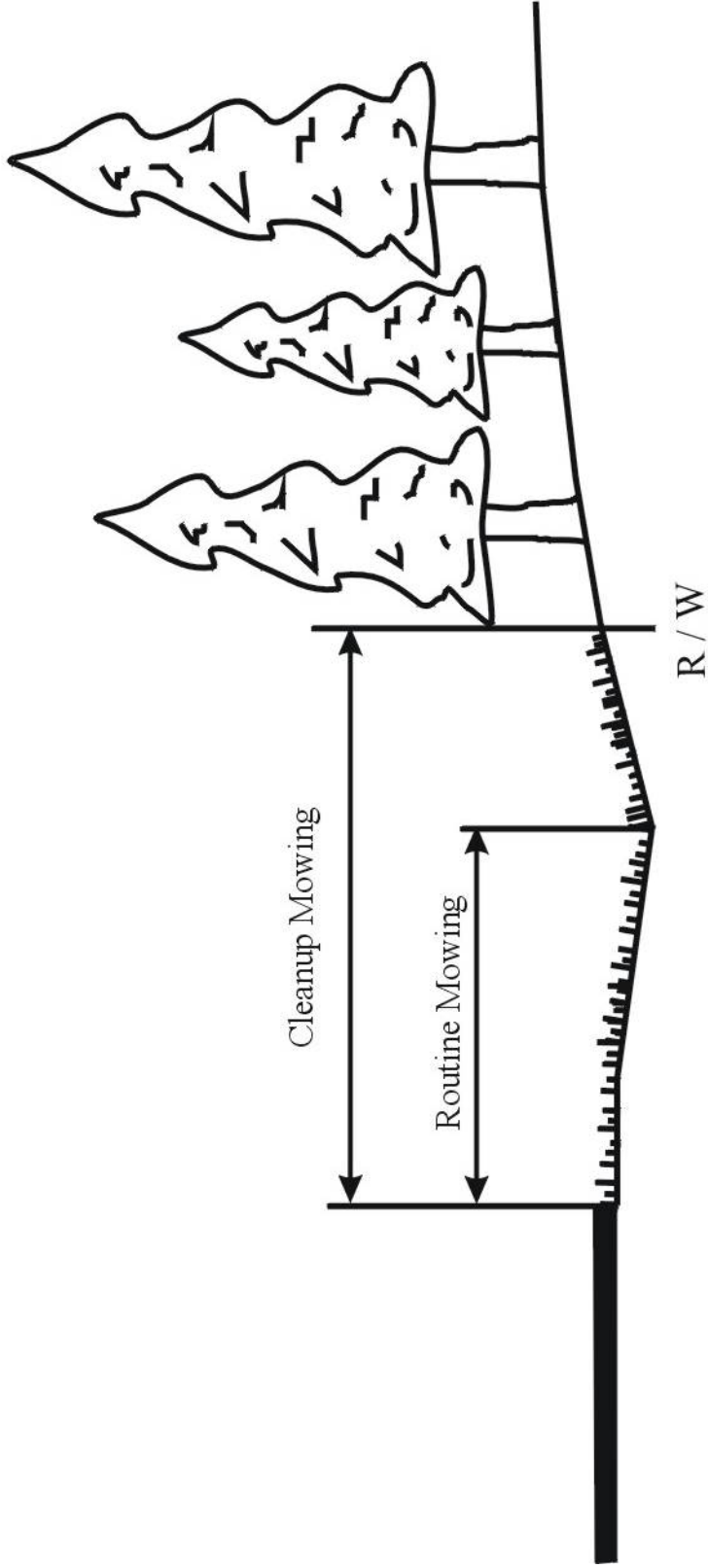
Routine mow one swath beyond shoulder point and to the ditch line.

Cleanup mow to R/W or mowing pattern.

# TYPICAL TWO LANE HIGHWAY



# TYPICAL HIGHWAY SECTION

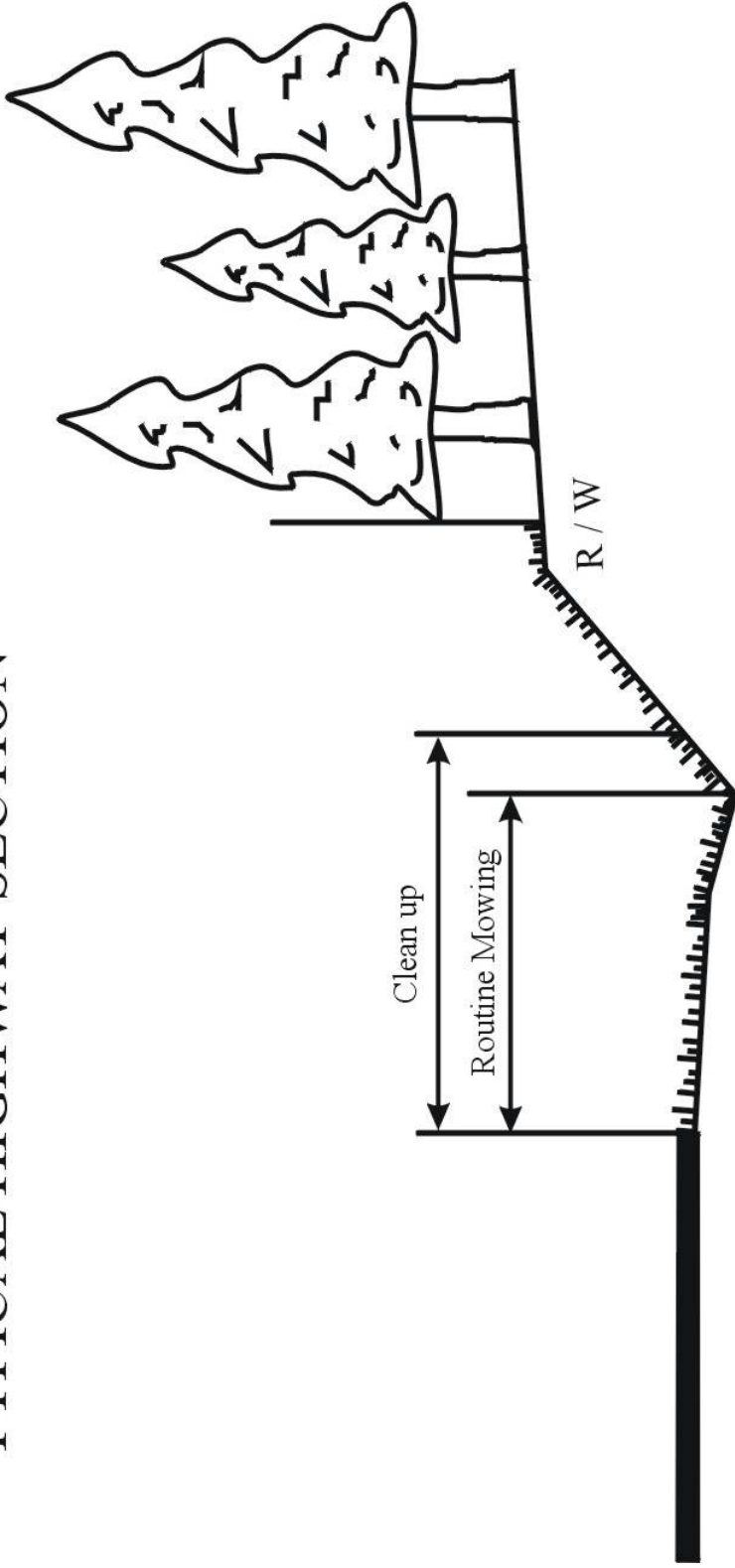


# TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1

Routine mowing to ditch line.

Cleanup mow to established mowing pattern line or R/W.

# TYPICAL HIGHWAY SECTION



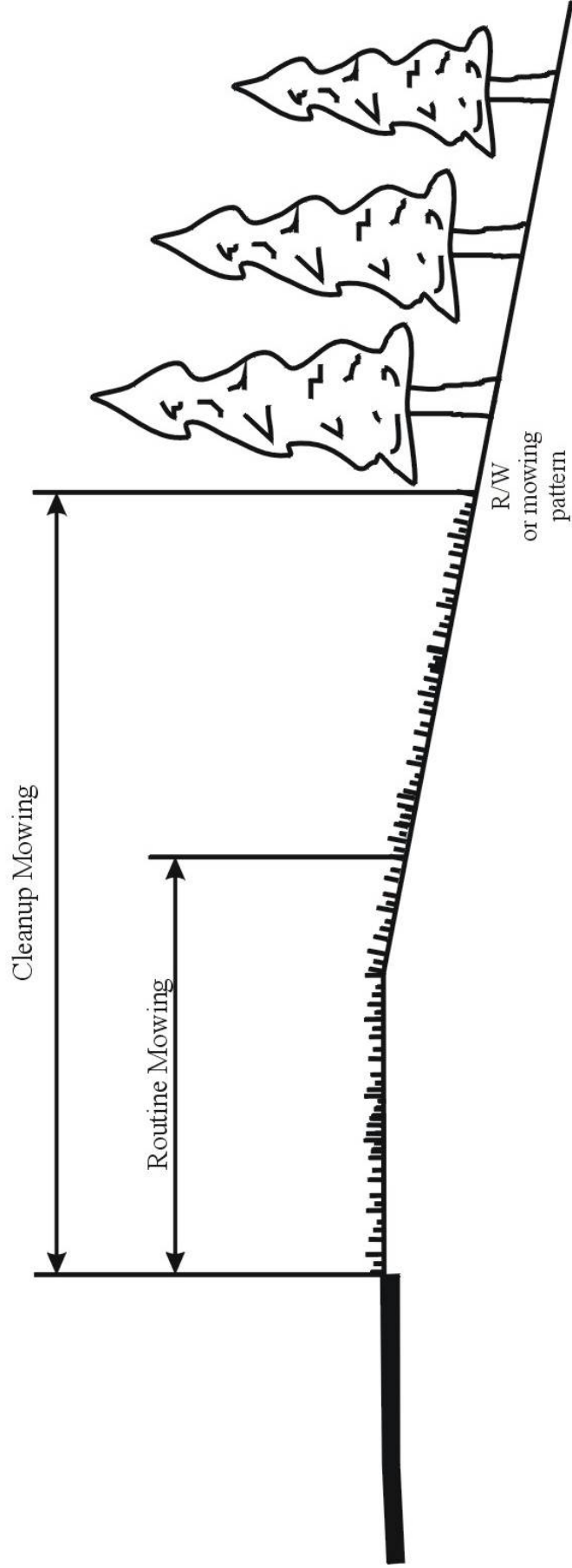
# TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine mowing to ditch line.

Clean up mowing one swath up cut slope.



# TYPICAL HIGHWAY SECTION

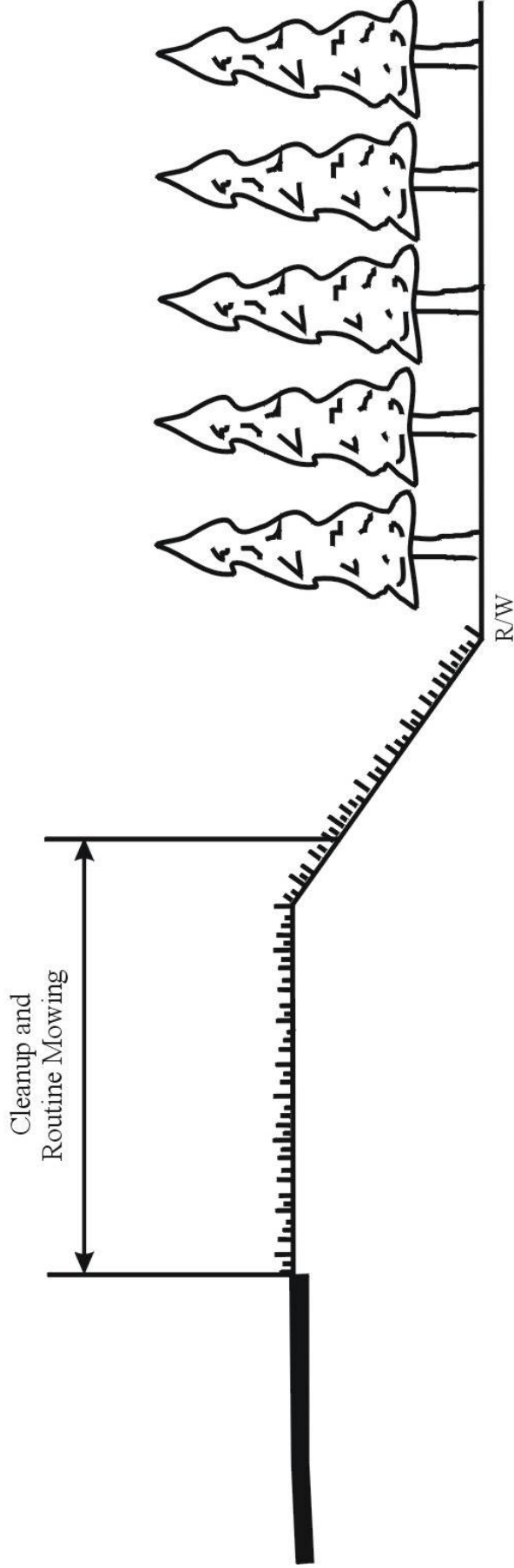


# TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1.

Routine mow one swath beyond shoulder point.

Cleanup mow to R/W or mowing pattern.

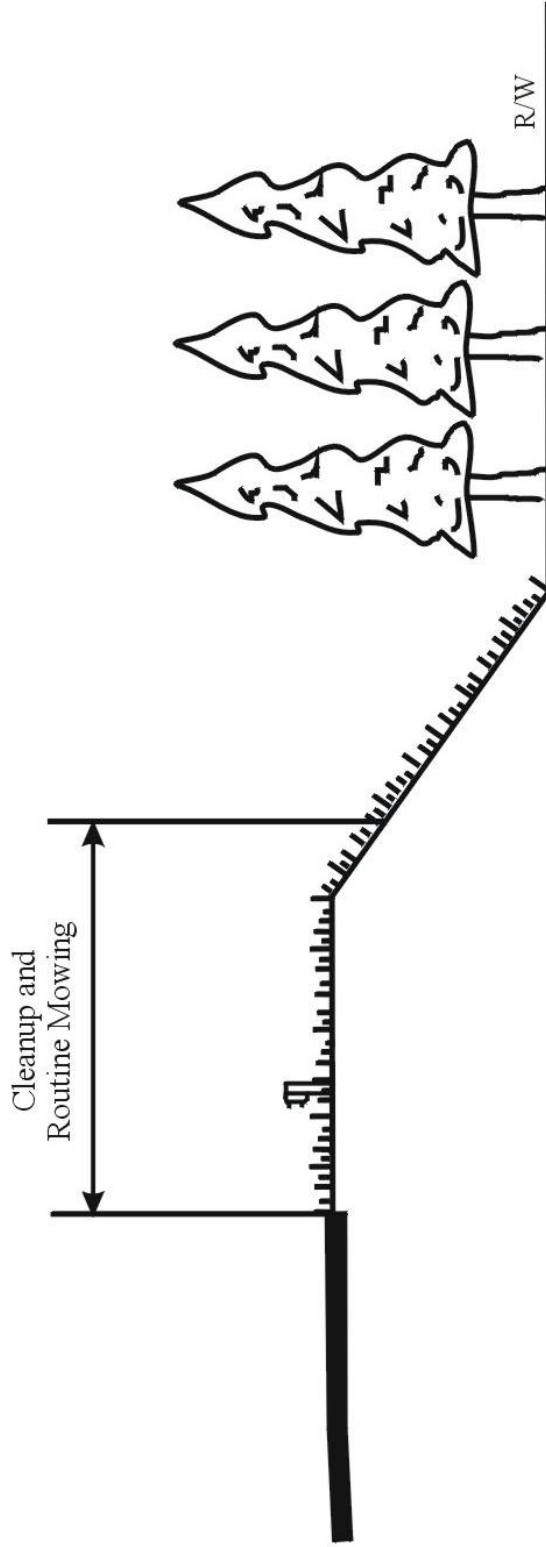
# TYPICAL HIGHWAY SECTION



# TYPICAL FILL SECTION WITH SLOPE 2:1 AND STEEPER.

Routine and cleanup mow shoulder and one swath beyond shoulder point.

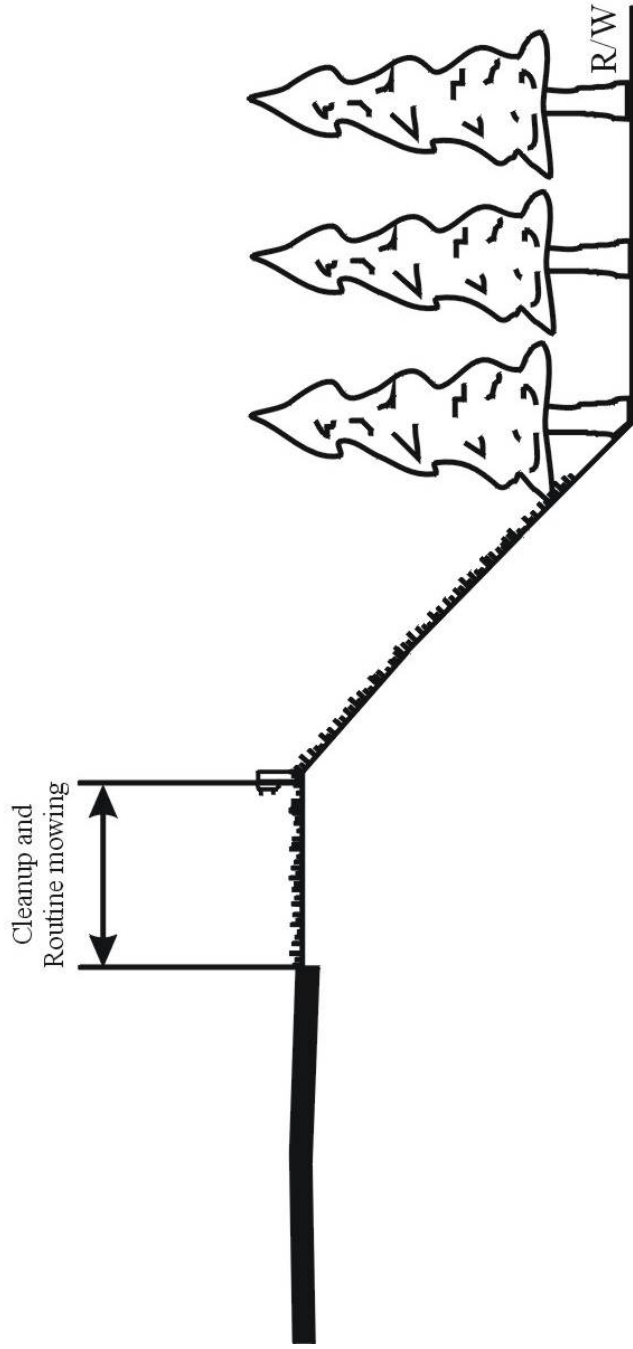
# TYPICAL HIGHWAY SECTION



# TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER.

Routine and cleanup mow one swath behind guardrail and one swath down fill slope.

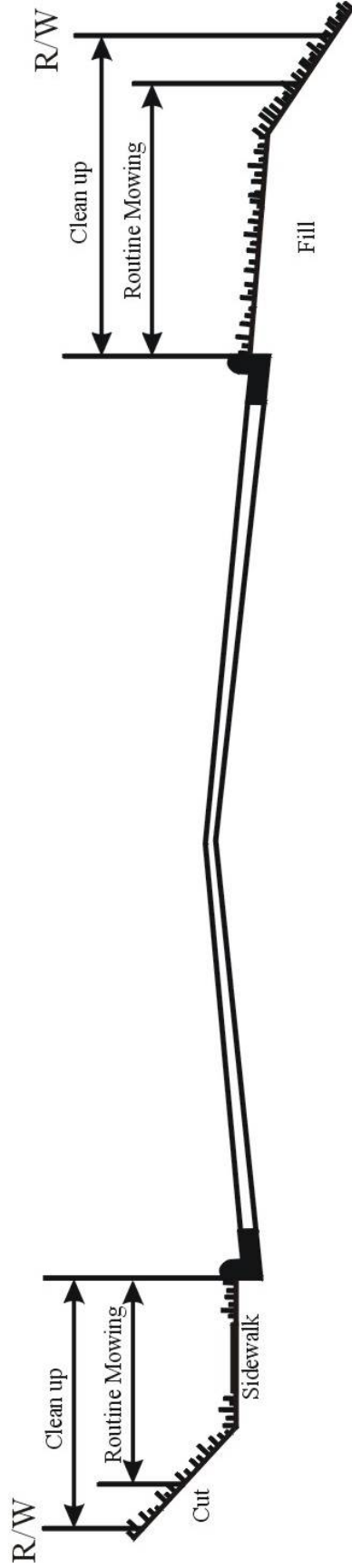
# TYPICAL HIGHWAY SECTION



# TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT.

Routine and cleanup mow to guardrail.

# TYPICAL CURB AND GUTTER SECTION

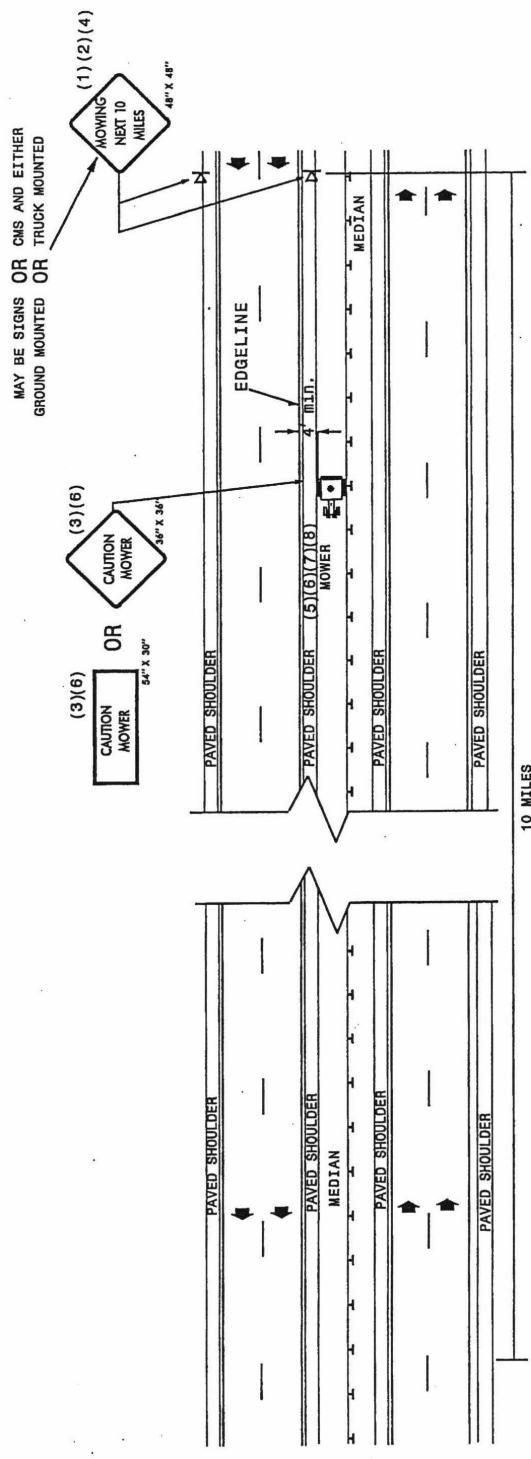


**GENERAL NOTES**

- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
  - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
  - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE NEXT TO MILES AND MAKE CIRCLE TO PICK UP SIGNS)
  - D. STATIONARY CHANGEABLE MESSAGE SIGN (CMS) (MUST USE NEXT TO MILES AND MAKE CIRCLE TO PICK UP CMS)
- (2) IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS WHEN THE FIRST ADVANCE WARNING IS USED, THE MOWING VEHICLE SHOULD NOT EXCEED TO MILES AND SHOULD READ MOWING NEXT TO MILES.
- (3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE LIGHT BAR.
- (4) GROUND MOUNTED SIGNS MUST BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN.
- (5) USE A LIGHT BAR ON TOP OF CAB AND TWO OUTSIDE BLINKING AMBER LIGHTS VISIBLE FROM BOTH DIRECTIONS ON ALL MOWERS.
- (6) USE "CAUTION MOWER" ON REAR OF EACH MOWER.
- (7) MOWING OPERATIONS ARE RESTRICTED TO DAYLIGHT HOURS.
- (8) WHEN TRAVELING FROM ONE SIDE OF A BRIDGE TO ANOTHER, MOWER MUST WAIT FOR A BREAK IN TRAFFIC AND MOVE OUT INTO THE TRAVELWAY TO GET TO THE OTHER SIDE.

**LEGEND**

- ▲ CONE
- Ⓚ PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW
- ☐ MOWING VEHICLE WITH LIGHT BAR



**MOWING OPERATION**

INTERSTATE AND MULTILANE DIVIDED FACILITIES  
 LOCATION: MEDIAN WITH TIRE OF MOWING VEHICLE FOUR FEET (4') OR MORE FROM EDGE LINE  
 VOLUME: ANY VOLUME  
 SPEED: ANY SPEED

DRAWING 1 OF 3  
 IMPLEMENTATION DATE: 11/05/01  
 REVISED: 04/17/02

**GENERAL NOTES**

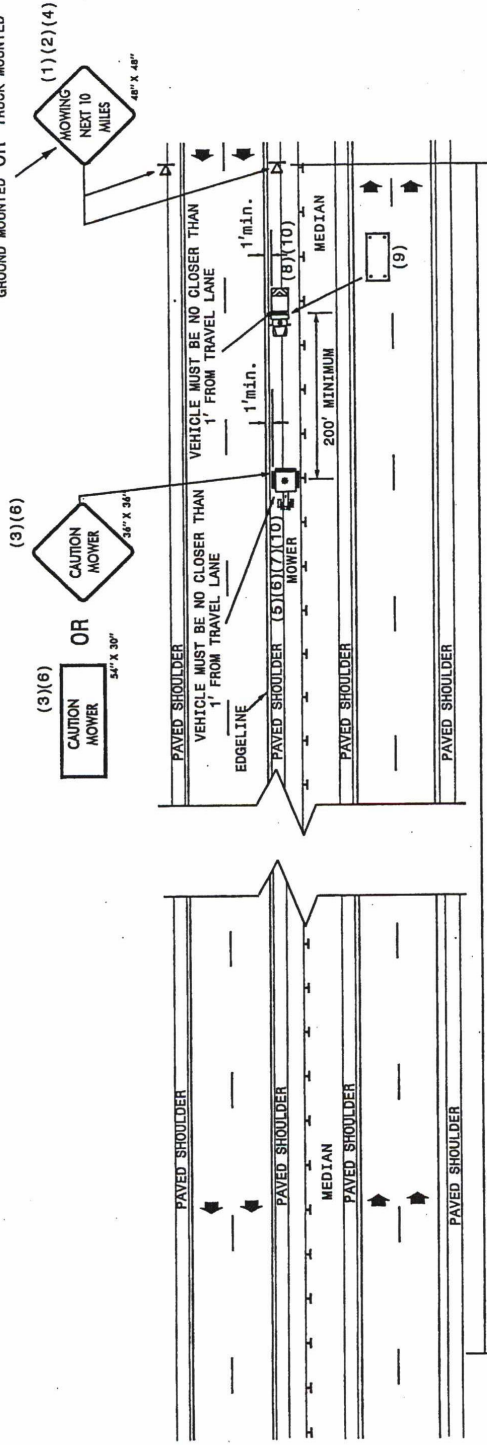
- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORIST SEES:
  - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
  - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE "NEXT 10 MILES" AND MAKE CIRCLE TO PICK UP SIGNS)
  - D. STATIONARY CHANGEABLE MESSAGE SIGN (CMS) (MUST USE "NEXT 10 MILES" AND MAKE CIRCLE TO PICK UP CMS)
- (2) IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND MOWING VEHICLE SHOULD NOT EXCEED 10 MILES AND SHOULD READ "MOWING AHEAD NEXT 10 MILES".
- (3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE LIGHT BAR.
- (4) GROUND MOUNTED SIGNS MUST BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN.
- (5) USE A LIGHT BAR ON TOP OF CAB AND TWO OUTSIDE BLINKING AMBER LIGHTS VISIBLE FROM BOTH DIRECTIONS ON ALL MOWERS.
- (6) USE "CAUTION MOWER" ON REAR OF EACH MOWER.
- (7) MOWING OPERATIONS ARE RESTRICTED TO DAYLIGHT HOURS.
- (8) WHEN TRAVELING FROM ONE SIDE OF A BRIDGE TO ANOTHER, BOTH MOWER AND TRUCK MUST WAIT FOR A BREAK IN TRAFFIC AND MOVE OUT INTO THE TRAVELWAY SIMULTANEOUSLY TO GET TO THE OTHER SIDE.
- (9) USE A TYPE "B" FLASHING ARROW PANEL.

PANEL TYPE B  
MIN. SIZE 60" X 30"

**LEGEND**

- ▲ CONE
- ⊠ PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW
- ☐ MOWING VEHICLE WITH LIGHT BAR
- ☐ PROTECTION VEHICLE WITH TRUCK AND LIGHT BAR (SEE RSD NO. 1185.01)
- ⚡ FLASHING ARROW PANEL, TYPE "B"

MAY BE SIGNS OR CMS AND EITHER GROUND MOUNTED OR TRUCK MOUNTED



10 MILES

**MOWING OPERATION**

INTERSTATE AND MULTILANE DIVIDED FACILITIES  
 MEDIAN WITH MOWING VEHICLE & TMIA LESS THAN FOUR (4) FEET  
 BUT NO CLOSER THAN ONE (1) FOOT FROM EDGE LINE

LOCATION: ANY VOLUME  
 VOLUME: ANY SPEED  
 SPEED: ANY SPEED

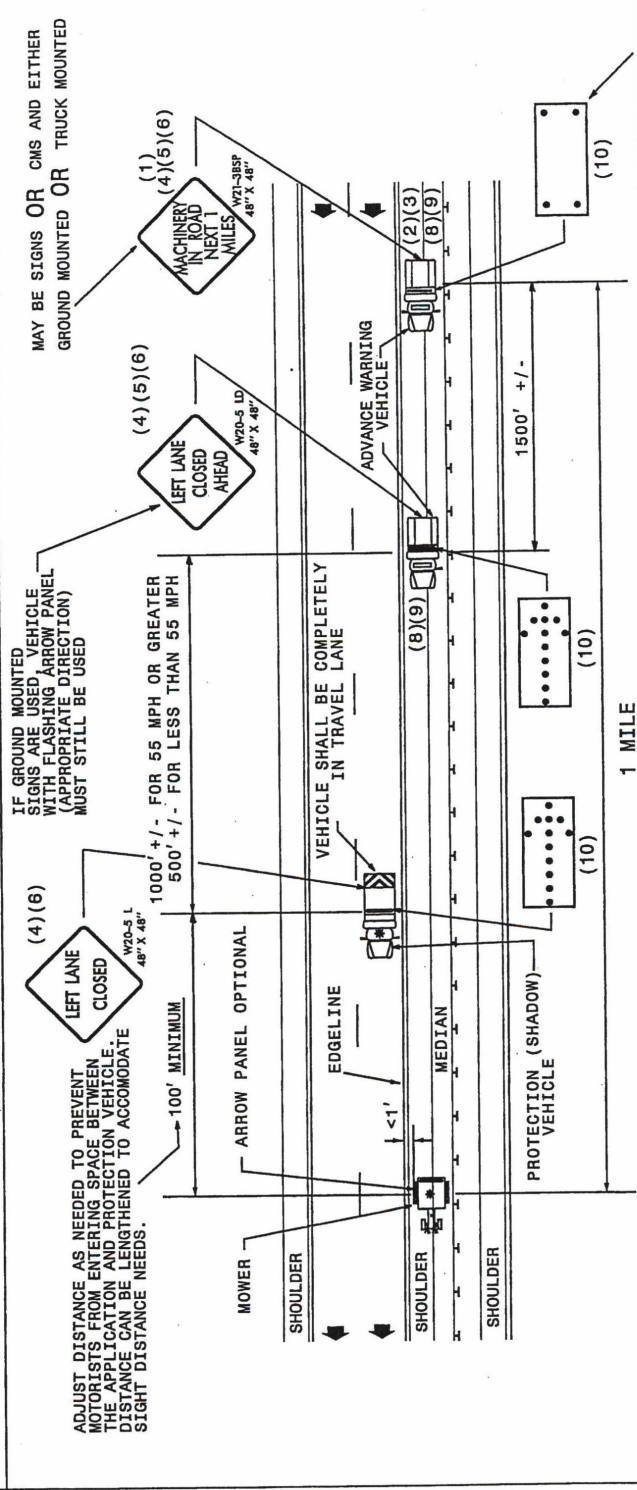
**DRAWING 2 OF 3**  
 IMPLEMENTATION DATE: 11/05/01  
 REVISED: 04/17/02

**LEGEND**

- ▲ CONE
- PORTABLE SIGN
- ⊞ MOWING VEHICLE WITH LIGHT BAR
- ⊞ PROTECTION VEHICLE WITH TRUCK LIGHT BAR (SEE RFD NO. 1168.01)
- ⊞ ADVANCE WARNING VEHICLE - I-8
- ⊞ PICKUP TRUCK WITH MOUNTED SIGN
- ⊞ FLASHING ARROW PANEL, TYPE "B"
- ⊞ FLASHING ARROW PANEL, TYPE "B"
- ⊞ APPROPRIATE DIRECTION INDICATED

**GENERAL NOTES**

- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
  - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
  - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE 'NEXT 10 MILES' AND MAKE CIRCLE TO PICK UP SIGNS)
  - D. STATIONARY CHANGEABLE MESSAGE SIGN (CMS) (MUST USE 'NEXT 10 MILES' AND MAKE CIRCLE TO PICK UP CMS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD NOT EXCEED ONE (1) MILE IN LENGTH.
- (3) IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND APPLICATION VEHICLE SHOULD NOT EXCEED 10 MILES AND SIGN W21-38SP SHOULD READ 'MACHINERY IN ROAD NEXT 10 MILES'.
- (4) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW PANEL AND/OR LIGHT BAR.
- (5) GROUND MOUNTED SIGNS MUST BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO THE BOTTOM OF THE SIGN.
- (6) SIGN W20-5L SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE AND SIGN W20-1D ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED TRAFFIC AREAS SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- (7) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.
- (8) USE A LIGHT BAR OR ROTATING BEACON ON THE ADVANCE WARNING VEHICLES.
- (9) USE OF CMS'S ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (10) USE A TYPE "B" FLASHING ARROW PANEL, MIN. SIZE 60"X30"



**MOVING OPERATION CARAVAN**  
 INTERSTATE AND MULTILANE DIVIDED FACILITIES  
 IN AREAS WITH LIMITED SHOULDER AND GUARDRAIL  
 LOCATION: MEDIAN WITH TIRE OF MOWING VEHICLE CLOSER THAN ONE (1) FOOT TO EDGE LINE  
 VOLUME: ANY VOLUME  
 SPEED: ANY SPEED

**DRAWING 3 OF 3**  
 IMPLEMENTATION DATE: 11/05/01  
 REVISED: 04/17/02



**NCDOT – ROADSIDE RARE PLANT SITES  
as of June, 2015**

*Exact locations should be verified through county personnel.*

<b>Division</b>	<b>County</b>	<b>Species</b>	<b>Number of Sites</b>
1	Hyde	Aeschynomene virginica (Sensitive joint-vetch)	1
2	Craven	Solidago villosicarpa (Carolina maritime golden rod)	1
	Craven	Solidago verna (Spring flowering goldenrod)	1
	Jones	Solidago verna (Spring flowering goldenrod)	1
3	Brunswick	Lysimachia asperulifolia (Rough-leaved loosestrife)	3
	Brunswick	Thalictrum cooleyi (Cooley's meadowrue)	1
	Brunswick	Zephyranthes simpsonii (Rain lily)	2
	Brunswick	Pycnanthemum virginianum (Virginia mountain mint)	1
	Brunswick	Isoetes microvela (Thin-wall quillwort)	1
	Onslow	Carex lutea (golden sedge)	1
	Pender	Solidago villosicarpa (Carolina maritime golden rod)	1
4	Nash	Trillium pusillum var. virginianum (Virginia least trillium)	1
5	Wake	Rhus michauxii (Michaux's sumac)	1
	Franklin	Rhus michauxii (Michaux's sumac)	1
	Granville	Silphium terebinthinaceum (Prairie-dock)	4
	Granville	Ptilimum nodosum (Harperella)	1
	Granville	Echinacea laevigata (Smooth coneflower)	1
	Durham	Echinacea laevigata (Smooth coneflower)	7
	Durham	Silphium terebinthinaceum (Prairie-dock)	3
	Durham	Delphinium exaltatum (tall larkspur)	1
	Durham	Parthenium auriculatum (Glad wild quinine)	1
6	Columbus	Thalictrum cooleyi (Cooley's meadowrue)	1
7	-	-	None
8	Moore	Rhus michauxii (Michaux's sumac)	1
	Scotland	Rhus michauxii (Michaux's sumac)	1
	Randolph	Helianthus schweinitzii (Schweinitz's sunflower)	16
	Montgomery	Helianthus schweinitzii (Schweinitz's sunflower)	16
	Randolph	Symphotrichum georgianum (Georgia aster)	6
9	Rowan	Helianthus schweinitzii (Schweinitz's sunflower)	2
	Davidson	Helianthus schweinitzii (Schweinitz's sunflower)	7
	Stokes	Helianthus schweinitzii (Schweinitz's sunflower)	6
	Davie	Rhus michauxii (Michaux's sumac)	1
	Davidson	Symphotrichum georgianum (Georgia aster)	2

	Stokes	Cardamine micranthera (Small-anthered bittercrest)	2
10	Cabarrus	Helianthus schweinitzii (Schweinitz's sunflower)	4
	Mecklenburg	Helianthus schweinitzii (Schweinitz's sunflower)	7
	Stanly	Helianthus schweinitzii (Schweinitz's sunflower)	7
	Union	Helianthus schweinitzii (Schweinitz's sunflower)	8
	Anson	Helianthus schweinitzii (Schweinitz's sunflower)	10
	Stanly	Baptisia alba (Thick-pod white wild indigo)	1
	Stanly	Symphotrichum georgianum (Georgia aster)	3
	Stanly	Silphium terebinthinaceum (Prairie-dock)	1
	Union	Symphotrichum georgianum (Georgia aster)	3
11	Ashe	Spiraea virginiana (Virginia spiraea)	7
	Surry	Helianthus schweinitzii (Schweinitz's sunflower)	2
	Caldwell	Hexastylis naniflora (Dwarf-flowered heartleaf)	2
12	Gaston	Helianthus schweinitzii (Schweinitz's sunflower)	1
	Catawba	Hexastylis naniflora (Dwarf-flowered heartleaf)	9
	Cleveland	Hexastylis naniflora (Dwarf-flowered heartleaf)	4
	Iredell	Hexastylis naniflora (Dwarf-flowered heartleaf)	1
	Lincoln	Hexastylis naniflora (Dwarf-flowered heartleaf)	1
13	Rutherford	Sisyrinchium dichotomum (White irisette)	1
	Burke	Hexastylis naniflora (Dwarf-flowered heartleaf)	4
	Rutherford	Hexastylis naniflora (Dwarf-flowered heartleaf)	16
	Yancey	Spiraea virginiana (Virginia spiraea)	1
14	Jackson	Lysimachia fraseri (Fraser's loosestrife)	1
	Macon	Lysimachia fraseri (Fraser's loosestrife)	1
	Graham	Spiraea virginiana (Virginia spiraea)	4
	Macon	Spiraea virginiana (Virginia spiraea)	2
	Polk	Sisyrinchium dichotomum (White irisette)	3
	Henderson	Sisyrinchium dichotomum (White irisette)	1



**PLANT PROTECTION  
NO MOWING/NO SPRAYING  
SP-04315 24" X 24"**

## PLANT PEST QUARANTINE INFORMATION

**Regulated Status of: Imported Fire Ant, Witchweed  
or Other Noxious Weeds, Gypsy Moth and Emerald Ash Borer**

### COUNTY BY COUNTY LISTING

<b>County</b>	<b>Imported Fire Ant*</b>	<b>Witchweed**</b>	<b>Other Noxious Weeds</b>	<b>Gypsy Moth***</b>	<b>Emerald Ash Borer</b>
Alamance	<b>Yes*</b>	No	No	No	<b>Yes</b>
Alexander	No	No	No	No	<b>Yes</b>
Alleghany	No	No	<b>Oriental Bittersweet Mile-a-Minute</b>	No	<b>Yes</b>
Anson	<b>Yes</b>	No	No	No	<b>Yes</b>
Ashe	No	No	<b>Canada Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Avery	No	No	<b>Canada Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Beaufort	<b>Yes</b>	No	No	No	<b>Yes</b>
Bertie	<b>Yes</b>	No	No	No	<b>Yes</b>
Bladen	<b>Yes</b>	<b>Yes</b>	<b>Uruguay Waterprimrose</b>	No	<b>Yes</b>
Brunswick	<b>Yes</b>	No	<b>Uruguay Waterprimrose Beach Vitex</b>	No	<b>Yes</b>
Buncombe	No	No	<b>Musk Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Burke	No	No	No	No	<b>Yes</b>
Cabarrus	<b>Yes</b>	No	No	No	<b>Yes</b>
Caldwell	No	No	No	No	<b>Yes</b>
Camden	<b>Yes</b>	No	No	No	<b>Yes</b>
Carteret	<b>Yes</b>	No	<b>Beach Vitex</b>	No	<b>Yes</b>
Caswell	No	No	No	No	<b>Yes</b>
Catawba	<b>Yes*</b>	No	No	No	<b>Yes</b>
Chatham	<b>Yes</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
Cherokee	<b>Yes</b>	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Chowan	<b>Yes</b>	No	No	No	<b>Yes</b>
Clay	<b>Yes</b>	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Cleveland	<b>Yes</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
Columbus	<b>Yes</b>	No	<b>Uruguay Waterprimrose</b>	No	<b>Yes</b>

Craven	<b>Yes</b>	No	No	No	<b>Yes</b>
Cumberland	<b>Yes</b>	<b>Yes</b>	No	No	<b>Yes</b>
Currituck	<b>Yes*</b>	No	<b>Beach Vitex</b>	<b>Yes</b>	<b>Yes</b>
Dare	<b>Yes*</b>	No	<b>Beach Vitex</b>	<b>Yes</b>	<b>Yes</b>
Davidson	<b>Yes*</b>	No	<b>Bushkiller</b>	No	<b>Yes</b>
Davie	No	No	No	No	<b>Yes</b>
Duplin	<b>Yes</b>	No	No	No	<b>Yes</b>
Durham	<b>Yes*</b>	No	<b>Uruguay Waterprimrose</b>	No	<b>Yes</b>
Edgecombe	<b>Yes</b>	No	No	No	<b>Yes</b>
Forsyth	No	No	<b>Lythrum Bushkiller</b>	No	<b>Yes</b>
Franklin	<b>Yes</b>	No	No	No	<b>Yes</b>
Gaston	<b>Yes</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
Gates	<b>Yes</b>	No	No	No	<b>Yes</b>
Graham	No	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Granville	<b>Yes*</b>	No	<b>Uruguay Waterprimrose</b>	No	<b>Yes</b>
Greene	<b>Yes</b>	No	No	No	<b>Yes</b>
Guilford	<b>Yes*</b>	No	No	No	<b>Yes</b>
Halifax	<b>Yes*</b>	No	<b>Eurasian Watermilfoil</b>	No	<b>Yes</b>
Harnett	<b>Yes</b>	No	No	No	<b>Yes</b>
Haywood	No	No	<b>Oriental Bittersweet Canada Thistle Plumeless Thistle</b>	No	<b>Yes</b>
Henderson	No	No	<b>Musk Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Hertford	<b>Yes*</b>	No	No	No	<b>Yes</b>
Hoke	<b>Yes</b>	No	No	No	<b>Yes</b>
Hyde	<b>Yes</b>	No	<b>Uruguay Waterprimrose Beach Vitex</b>	No	<b>Yes</b>
Iredell	<b>Yes*</b>	No	No	No	<b>Yes</b>
Jackson	No	No	<b>Plumeless Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Johnston	<b>Yes</b>	No	No	No	<b>Yes</b>
Jones	<b>Yes</b>	No	No	No	<b>Yes</b>
Lee	<b>Yes</b>	No	No	No	<b>Yes</b>
Lenoir	<b>Yes</b>	No	No	No	<b>Yes</b>

Lincoln	<b>Yes</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
McDowell	No	No	No	No	<b>Yes</b>
Macon	No	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Madison	No	No	<b>Oriental Bittersweet Plumeless Thistle Musk Thistle</b>	No	<b>Yes</b>
Martin	<b>Yes</b>	No	No	No	<b>Yes</b>
Mecklenberg	<b>Yes</b>	No	<b>Bushkiller</b>	No	<b>Yes</b>
Mitchell	No	No	<b>Canada Thistle Oriental Bittersweet</b>	No	<b>Yes</b>
Montgomery	<b>Yes</b>	No	No	No	<b>Yes</b>
Moore	<b>Yes</b>	No	No	No	<b>Yes</b>
Nash	<b>Yes</b>	No	No	No	<b>Yes</b>
New Hanover	<b>Yes</b>	No	<b>Puncturevine Uruguay Waterprimrose Beach Vitex</b>	No	<b>Yes</b>
Northampton	<b>Yes*</b>	No	<b>Canada Thistle Eurasian Watermilfoil</b>	No	<b>Yes</b>
Onslow	<b>Yes</b>	No	<b>Beach Vitex</b>	No	<b>Yes</b>
Orange	<b>Yes*</b>	No	<b>Uruguay Waterprimrose Yellow Fieldcress</b>	No	<b>Yes</b>
Pamlico	<b>Yes</b>	No	No	No	<b>Yes</b>
Pasquotank	<b>Yes</b>	No	No	No	<b>Yes</b>
Pender	<b>Yes</b>	<b>Yes</b>	<b>Beach Vitex</b>	No	<b>Yes</b>
Perquimans	<b>Yes</b>	No	<b>Erasian Watermilfoil</b>	No	<b>Yes</b>
Person	No	No	No	No	<b>Yes</b>
Pitt	<b>Yes</b>	No	No	No	<b>Yes</b>
Polk	<b>Yes</b>	No	No	No	<b>Yes</b>
Randolph	<b>Yes</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
Richmond	<b>Yes</b>	No	No	No	<b>Yes</b>
Robeson	<b>Yes</b>	<b>Yes</b>	No	No	<b>Yes</b>
Rockingham	No	No	No	No	<b>Yes</b>
Rowan	<b>Yes*</b>	No	<b>Musk Thistle Uruguay Waterprimrose</b>	No	<b>Yes</b>
Rutherford	<b>Yes*</b>	No	<b>Musk Thistle</b>	No	<b>Yes</b>
Sampson	<b>Yes</b>	<b>Yes</b>	No	No	<b>Yes</b>
Scotland	<b>Yes</b>	No	No	No	<b>Yes</b>
Stanly	<b>Yes</b>	No	No	No	<b>Yes</b>

Stokes	No	No	No	No	<b>Yes</b>
Surry	No	No	No	No	<b>Yes</b>
Swain	No	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Transylvania	No	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Tyrrell	<b>Yes</b>	No	<b>Erasian Watermilfoil</b>	No	<b>Yes</b>
Union	<b>Yes</b>	No	No	No	<b>Yes</b>
Vance	<b>Yes*</b>	No	No	No	<b>Yes</b>
Wake	<b>Yes</b>	No	<b>Uruguay Waterprimrose</b>	No	<b>Yes</b>
Warren	No	No	<b>Eurasian Watermilfoil and Uruguay Waterprimrose</b>	No	<b>Yes</b>
Washington	<b>Yes</b>	No	No	No	<b>Yes</b>
Watauga	No	No	<b>Plumeless Thistle Purple Loosestrife Oriental Bittersweet</b>	No	<b>Yes</b>
Wayne	<b>Yes</b>	No	No	No	<b>Yes</b>
Wilkes	No	No	<b>Oriental Bittersweet</b>	No	<b>Yes</b>
Wilson	<b>Yes</b>	No	No	No	<b>Yes</b>
Yadkin	No	No	No	No	<b>Yes</b>
Yancey	No	No	<b>Canada Thistle Oriental Bittersweet</b>	No	<b>Yes</b>

\*Counties with **Yes\*** are partially regulated.

\*\* All counties in the Witchweed quarantine list are partially regulated.

\*\*\*Dare county is partially regulated

**Note: Entire state is under quarantine for emerald ash borer**

See <http://www.ncagr.com/plantindustry/plant/weed/noxweed.htm> or call 1.800.206.9333 for a list of noxious weeds in North Carolina

**NCDA&CS Plant Industry Division - Plant Protection Section**  
**Plant Pest Administrator - Phillip L. Wilson**  
**Mailing Address:** 1060 Mail Service Center, Raleigh NC 27699-1060  
**Physical Address:** 216 West Jones Street, Raleigh NC 27603  
**Phone:** (919) 707-3753 | **FAX:** (919) 733-1041



**BID SUBMITTAL PACKAGE**

State Route Shoulder and Median Mowing  
Including Litter/Debris Removal  
NCDOT Highway Division 10  
Mecklenburg, Union & Cabarrus Counties

**DATE**

February 6, 2019

**PROPOSAL**

10-00-124

**CONTRACTING AGENCY**

State of North Carolina  
Department of Transportation  
Raleigh, North Carolina

Bidder: \_\_\_\_\_  
*Company Name*



# 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 shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

### TRADITIONAL PAPER BIDS:

1. Download the proposal from the Connect NCDOT website. Only the Bid Submittal Package (pages 88-104) are to be submitted as your proposal.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **\*\*\*Unit prices shall be limited to TWO decimal places.\*\*\***
4. An amount bid shall be entered on the bid 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 Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in 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.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. 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.
11. **THE BID SUBMITTAL PACKAGE (SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 10 OFFICE AT 716 WEST MAIN ST, ALBEMARLE, NC 28001 BY 2:00 PM ON WEDNESDAY FEBRUARY 6, 2019.**
12. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:

**QUOTATION FOR MOWING, TRIMMING AND LITTER REMOVAL ON I-85, I-77, NC  
16 AND THE MONROE EXPRESSWAY TO BE OPENED AT 2:00 P.M. ON  
WEDNESDAY, FEBRUARY 6, 2019.**

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

**Mr. Terry Burluson  
NC Department of Transportation  
716 W. Main Street  
Albemarle NC, 28001**

## CONTRACT BID FORM

**WBS** 10RE.101335, 10RE.101337

**Counties** Mecklenburg, Union & Cabarrus

**Description:** Mowing, Trimming and Litter Removal on I-85, I-77, NC 16 from I-85 Interchange to I-277 Limits and the Monroe Expressway

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Clean up Mowing (Interstate Routes)	616	SHM	\$	\$
2	SP	Clean Up Mowing (Primary Routes)	616	SHM	\$	\$
3	SP	Litter Removal	2752	SHM	\$	\$
<b>Total Amount Bid</b>						<b>\$</b>

CONTRACTOR \_\_\_\_\_ Federal ID No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contr. License No. \_\_\_\_\_

\_\_\_\_\_ Telephone No. \_\_\_\_\_

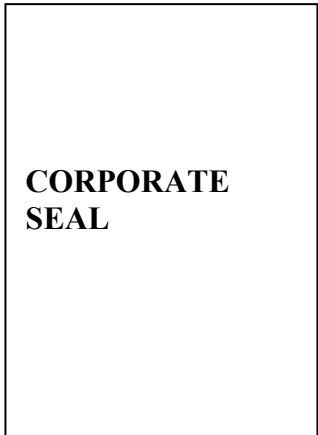
Vendor Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## BUSINESS INFORMATION

Date Business Established:

\_\_\_\_\_

Check one:

Proprietorship

Partnership

Corporation

Total Business Income:

Fiscal Year to Date \$ \_\_\_\_\_

Fiscal Year Began: \_\_\_\_\_ to \_\_\_\_\_

### Interest Group Definition

Indicate whether any of the following apply to your firm:

- (1) Minority-owned business? YES \_\_\_\_\_ NO \_\_\_\_\_  
(Minority Definition: At least 51 percent of which is owned and controlled by minority group members.)

Please indicate specific minority group:

1 \_\_\_\_\_ Black

2 \_\_\_\_\_ Hispanic (Mexican, Puerto Rican, Cuban, Central or South American and other Spanish origin)

3 \_\_\_\_\_ Asian (including Pacific Islander)

4 \_\_\_\_\_ American Indian (including Alaskan native)

- (2) Female Owned: (51% owned and controlled by a Female)  
YES \_\_\_\_\_ NO \_\_\_\_\_

- (3) Physically Handicapped Owned: (51% owned and controlled by a physically handicapped person)  
YES \_\_\_\_\_ NO \_\_\_\_\_

## REFERENCES

Prospective Contractor shall provide three references if available of government agencies and/or private firms for whom he/she has provided the services in this IFB on a contract basis during the last two years:

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

Agency or Firm Name	
Business Address	
Mailing Address	
Contact Person	
Telephone	

### LIST OF EQUIPMENT

LINE ITEM	QTY	DESCRIPTION	YEAR MODEL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

*NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY*

**Name of Company:** \_\_\_\_\_

**LISTING OF MB & WB SUBCONTRACTORS**

SHEET \_\_\_\_\_ OF \_\_\_\_\_

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				
Name  Address	MBE  WBE				

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_

MBE Percentage of Total Contract Bid Price \_\_\_\_\_%

\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_

WBE Percentage of Total Contract Bid Price \_\_\_\_\_%

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**ADDENDUM(S)**

SPD 25-100

(3-3-2014)

**ADDENDUM #1**

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #1.

**ADDENDUM #2**

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #2.

**ADDENDUM #3**

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #3.

**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 its own bonafide 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

Date of Execution \_\_\_\_\_

**CORPORATE SEAL**



**EXECUTION OF BID  
NON-COLLUSION, DEBARMENT 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 bonafide 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

By

\_\_\_\_\_  
Signature of Partner

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

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

Date of Execution \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION, DEBARMENT 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 bonafide 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

Date of Execution \_\_\_\_\_



**EXECUTION OF BID  
NON-COLLUSION, DEBARMENT 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 bonafide 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, Individually

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

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

Date of Execution \_\_\_\_\_

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT 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 bonafide 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

Date of Execution \_\_\_\_\_

## **DEBARMENT CERTIFICATION**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed 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.

## **CHECKLIST FOR BIDDER**

This checklist has been provided to assist you in completing your Bid Submittal Package. Please review this list and verify that all necessary items have been completed.

	1. Bid Submittal Package
	2. Contract Bid Form
	3. Business Information
	4. References
	5. A list of equipment that your firm rents and/or owns.
	6. Listing of MB & WB Subcontractors
	7. Addendum(s) if applicable
	8. Execution of Bid
	9. Non-Collusion Affidavit and Debarment Certification

All Bidders Must Be Pre-Qualified To Bid As A Prime Contractor. See Project Special Provisions For Further Instructions.

**End Of Bid Submittal Package.**