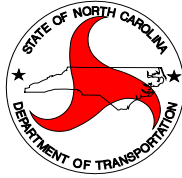


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION 10 DISTRICT 1&2

**CONTRACT PROPOSAL**

WBS ELEMENT:	10.106031A	COUNTY:	Mecklenburg and Cabarrus
TIP#:	None		
FA#:	None		
LOCATION:	I-85, I-77 and NC 16 (Brookshire Blvd.)		
TYPE OF WORK:	Mowing, Trimming and Litter Removal		
BID OPENING:	Wednesday February 18, 2015 at 10:00 A.M.		
DATE OF AVAILABILITY:	April 1, 2015		
COMPLETION DATE:	March 31, 2016		

**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.

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
N.C. CONTRACTOR'S LICENSE NUMBER

\_\_\_\_\_  
ADDRESS OF BIDDER

**RETURN BIDS TO:**

Mr. Mike Campbell  
NC Department of Transportation  
12033 East Independence Blvd. suite H  
Matthews NC, 28105

## PREPARATION AND SUBMISSION OF BIDS

### PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID

Paper bids shall be prepared and submitted in accordance with Section 102-8 of the Standard Specifications and the following requirements. Failure to comply with any requirement may cause the bid to be irregular and may be grounds for rejection of the bid. Only the Bid Submittal Package pages 1-21 are to be submitted as your proposal. Bid Bonds do not apply.

1. All entries on the bid sheet, including signatures, shall be written in ink.
2. The Bidder shall submit a unit price for every item in the bid form. The unit prices bid for the various contract items shall be written in figures.
3. An amount bid shall be entered on the bid sheet for every item on which a unit price has been submitted. The amount bid for each item shall be determined by multiplying each unit bid price by the quantity for that item, and shall be written in figures in the "Amount Bid" column on the bid sheet.
4. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount bid shall be determined by adding the amounts bid for each item.
5. 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.
6. 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 (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

### DELIVERY OF BIDS

10. **THE BID SUBMITTAL PACKAGE (PAGES 1-21) AND FINANCIAL STATEMENT SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE INTERSTATE MAINTENANCE OFFICE AT 12033 EAST INDEPENDENCE BLVD SUITE H, MATTHEWS, NC 28105 BY 10:00 AM ON WEDNESDAY FEBRUARY 18, 2015.**

11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR MOWING, TRIMMING AND LITTER REMOVAL ON I-85, I-77 AND NC 16 TO BE OPENED AT 10:00 AM ON WEDNESDAY FEBRUARY 18, 2015.**

12. If delivered by mail, the sealed envelope shall be addressed as follows:

ATTENTION Mr. Mike Campbell  
NC DEPARTMENT OF TRANSPORTATION  
Interstate Maintenance  
12033 East Independence Blvd. suite H  
Matthews NC 28105

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**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 \_\_\_\_\_**

<b>Firm Name and Address</b>	<b>Circle One</b>	<b>Item No.</b>	<b>Item Description</b>	<b>* Agreed upon Unit Price</b>	<b>** Dollar Volume of Item</b>
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 \$ \_\_\_\_\_

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

WBE 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.*



**SUBSTITUTE FORM W-9  
VENDOR REGISTRATION FORM  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD**  
**CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME**

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.)     | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.)           |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.)    | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.)  |
| <input type="checkbox"/> OTHER / SPECIFY _____                |   |

**SOCIAL SECURITY NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_  
**CITY, STATE, ZIP:** \_\_\_\_\_

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? ( Prefer Not To Answer,  African American,  Native American,  Caucasian American,  Asian American,  
 Hispanic American,  Asian-Indian  Other: \_\_\_\_\_ )

What is your firm's gender? ( Prefer Not to Answer,  Male,  Female) **Disabled-Owned Business?** ( Prefer Not to Answer,  Yes,  No)

**IRS CERTIFICATION**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**

**To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.**

## CONTRACT BID FORM

**WBS 10.106031A**

**Counties** Mecklenburg & Cabarrus

**Description:** Mowing, Trimming and Litter Removal on I-85, I-77 and NC 16 From I-85 Interchange To I-277 Limits

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	NUMBER OF CYCLES	AMOUNT BID (Quantity X Unit Price X No. of Cycles)
1	SP	Clean up Mowing (Interstate System)	172	SHM	\$	5	\$
2	SP	Litter Removal	172	SHM	\$	12	\$
<b>TOTAL BID FOR PROJECT:</b> \$ _____							

CONTRACTOR _____	Federal ID No. _____	<b>CORPORATE SEAL</b>
ADDRESS _____	Contr. License No. _____	
_____	Telephone No. _____	
Vendor Number _____		
Authorized Agent _____	Title _____	
Signature _____	Date _____	
Witness _____	Title _____	
Signature _____	Date _____	

**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 AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

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

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

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

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

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

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

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

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

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

_____	
Full Name of Partnership	
_____	
Address as Prequalified	
_____	By _____
Signature of Witness	Signature of Partner
_____	_____
Print or type Signer's name	Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_

Signature of Notary Public

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

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

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

\_\_\_\_\_ 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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

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

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

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN  
CERTIFICATION**

**JOINT VENTURE (2) or (3)**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

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

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

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

\_\_\_\_\_

Address as Prequalified

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

*If Corporation, affix Corporate Seal* and

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

\_\_\_\_\_

Address as Prequalified

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

*If Corporation, affix Corporate Seal* and

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

\_\_\_\_\_

Address as Prequalified

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

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**  
Affidavit must be notarized for Line (2)  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**NOTARY SEAL**  
Affidavit must be notarized for Line (3)  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**NOTARY SEAL**  
Affidavit must be notarized for Line (4)  
Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

Name of Contractor

\_\_\_\_\_   
 Individual name

Trading and doing business as

\_\_\_\_\_   
 Full name of Firm

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

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

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

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

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

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



**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

*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 CONTRACTOR**

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

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

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

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

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

## 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 Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

## **DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.

**EXECUTION OF CONTRACT**

Contract No. 10-00-005

Counties: Mecklenburg & Cabarrus

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Division 10 Project Manager

---

Date

Signature Sheet (Bid - Acceptance by Department)

## **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. Identification Number
	2. Bid Proposal Package
	3. Three References
	4. Business Information
	5. Execution of Proposal
	6. An original Non-Collusion Affidavit and Debarment Certification, with all necessary signatures that has been signed and sealed by a Notary Public. If you are operating as a corporation, please apply your corporate seal.
	7. Listing of MB & WB Subcontractors
	8. Substitute form W-9
	9. A list of equipment that your firm rents and/or owns.
	10. Your firm's financial statement for the past two years.

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

**End Of Bid Submittal Package.**

## **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 *2012 Standard Specifications for Roads and Structures*, the North Carolina Department of Transportation *2012 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 *2012 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"). Firms that wish to bid on these projects as the prime contractor must be pre-qualified 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://apps.dot.state.nc.us/vendor/directory/>. 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, February 11, 2015 at 10:00 A.M.** at the address below.

**Interstate Maintenance Office  
12033 East Independence Blvd. suite H  
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.

## **AVAILABILITY AND COMPLETION DATE**

This contract will be effective for one year beginning **April 1, 2015** and ending **March 31, 2016**. The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below. If the contract is extended, the unit bid prices will be increased by the corresponding increase in the Consumer Price Index for each one (1) year extension. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$2.5 million.

## **TERM OF THE CONTRACT**

The Contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). The unit bid prices will be increased by the Services Category of the Consumer Price Index for urban wage earners and clerical workers (CPI-W) for each one-year extension. The CPI-W adjustment will be based on July data and used for the following year unit prices. An example of this data can be found at <http://www.bls.gov/cpi/cpid0807.pdf>. 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.

**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.

**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.

**The quantities for mowing and litter removal along I-77 may be reduced if the proposed Hot Lane project from I-277 to the Iredell County line is awarded. There are approximately 76 shoulder miles in this area that could be removed. There will be no additional compensation awarded due to this change.**

<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	106	5	12
I-85	58	5	12
NC 16 (Brookshire Blvd.)	8	5	12

**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
- 15' Mowers: 2

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.

## FUEL PRICE ADJUSTMENT

Revise the 2012 Standard Specifications as follows:

Page 1-93, Article 109-8 Fuel Price Adjustment is amended to add the following as the first paragraph:

Page 1-93 Subarticle 109-8, add the following:

The base index price (B) for ULTRA-LO SULFUR DIESEL is \$ **2.4864**, the OPIS price from **December 1, 2014**. The Current OPIS Price (A) will be obtained on the first working day of each month. The fuel price adjustment will be administered based on shoulder miles mowed during that month. Data related to OPIS average pricing is located at the North Carolina Department of Administration website. <http://www.doa.state.nc.us/PandC/dynfuels/fuelcost.asp#405a>. The fuel adjustment factor was derived from industry provided fuel consumption use 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 = Current OPIS Price (First working day each month)  
 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= 3.1381 (Base Index Price)  
 A= 3.3602 (Current OPIS 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)

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

$$S = (3.3602-3.1381)(1000*1.6)$$

$$S = (0.221)(1600)$$

$$S = 353.60$$

S = \$353.60 (Fuel Price Adjustment for partial payment)

Example of Fuel Price Adjustment for Fuel Price Decreases:

B= 3.1381 (Base Index Price)  
 A= 3.0059 (Current OPIS 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)

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

$$S = (3.0059-3.1381)(1000*1.6)$$

$$S = (-0.1322)(1600)$$

$$S = -211.52$$

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

## INTERMEDIATE COMPLETION TIMES

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

The Contractor has seven (7) days to commence Litter Removal operations upon notification of the Engineer. **The Liquidated Damages for not complying with this contract time is Five Hundred Dollars (\$500.00) per day.**

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

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.

### Road name For Lane Closures

### Time Restrictions

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
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 **unexpected 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 Lowe's 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 **Basketball game** at Time Warner Cable Arena, 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.**

## **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.

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division of Highways, North Carolina Department of Transportation, for the Division in which the project is located, acting directly for through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the contractor. He shall have the authority to alter mowing priorities in order to address special needs of the Department. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

## **SUBLETTING OF CONTRACT**

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

**Page 1-66, Article 108-6 Subletting of Contract, line 37**, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

**Page 1-67, Article 108-6 Subletting of Contract, line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

## **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. 12-17-13)

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 either the MBE or WBE goal. No submittal of a Letter of Intent is required.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or 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 Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

*Goal Confirmation Letter* - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE 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 Goal* - A portion of the total contract, expressed as a percentage, that is 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.

*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 Goal* - A portion of the total contract, expressed as a percentage, that is 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.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

*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 amount 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 this MBE and WBE goals. This form is for paper bids only.  
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)

*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>

### **MBE and WBE Goal**

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

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

- (1) *If the MBE goal 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 as the MBE goal.
- (2) *If the MBE goal 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 WBE goal 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 as the WBE goal.
- (2) *If the WBE goal 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.

### **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 MBE and WBE goals respectively. The Directory can be found at the following link.  
<https://partner.ncdot.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 MBE goal and the 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 submitted at the time of bid will be used toward 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) *If either the MBE or WBE goal is more than zero,*
- (1) 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.
  - (2) 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.
  - (3) 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 corresponding goal.
- (B) *If either the MBE or 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 MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals 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.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified

subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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 MBE and WBE goals 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 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or 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 12:00 noon 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 12:00 noon on the next official state business day.

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

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

One complete set and (6) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 MBE/WBE Goals 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 who have the capability to perform the work of the contract. 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 MBE and WBE goals 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 contract MBE/WBE goals 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 MBEs/WBEs 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 contract goals 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 contract MBE or WBE goals, 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 NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit 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 MBE and WBE 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 MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, 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 MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **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 MBE/WBE Goals**

#### **(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 MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. 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. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

#### **(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 or 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 or 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.



(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 MBE or 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 goal requirement. 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 liable for meeting the goal.
- (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 firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE 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. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*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.

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

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

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/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 MBEs/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 MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/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 MBEs/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 similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the 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).

**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 on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 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. 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 or equipment adequate to perform the work; unsatisfactory performance of the work, or failure to maintain satisfactory work progress.
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.

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 mowing, and the Contractor shall begin work within five (5) working days after being notified. 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 travelway 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.

"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 in Appendix A.

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.

Trimming - 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, and post reflectors to a height that matches the mowing height of the large machines.

Cycle - One complete mowing of I-77, I-85 and NC 16 (Brookshire Blvd.).

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 and suitable for performing the work required. Mowers shall consist of a tractor equipped with rear mounted rotary or flail mower and a side mounted rotary or flail mower. When used in combination, the mowers shall overlap. Rear mounted mowers shall be a minimum of 60" wide.

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 is not responsible for damage to the Contractor's equipment.

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)

SP1 G150

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

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

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

## **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

RG 152

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

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

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

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

## **EMPLOYMENT**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

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

### **CLEANUP MOWING**

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

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.

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.

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.

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.)

1. Interstates
2. High volume facilities
3. 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.

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](http://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.

"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 2012.

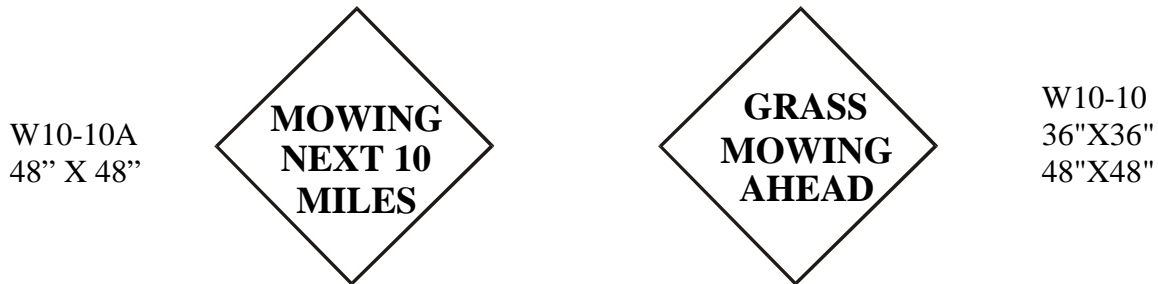
The cost of furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the work and protect the public will be considered incidental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

## **REQUIRED SIGNS**

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

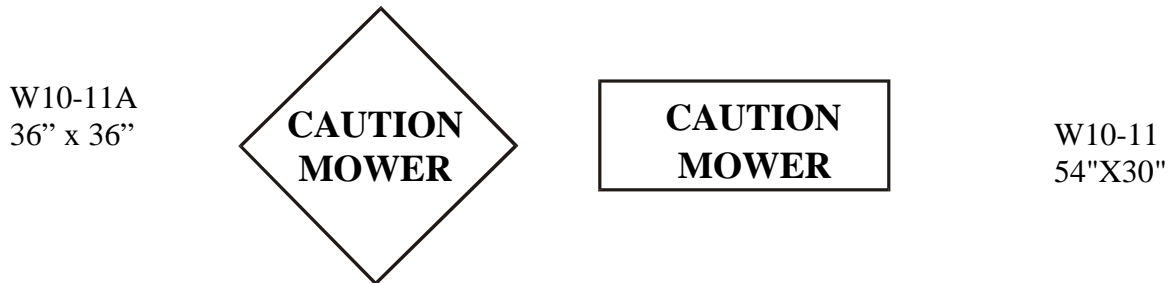
The W10-10 and W10-10A are portable signs. The W10-10A is a 48" X 48" black on fluorescent orange sign that is mounted a minimum of five (5) feet from the roadway to the bottom of the sign and used on Interstates, other high volume roadways, or roadways that may require a mounting height of five (5) 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 2012 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").



## 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 *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 1, 2012.

### ERRATA

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

#### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts.”

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:**  
**Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

#### **Division 3**

**Page 3-1, after line 15, Article 300-2 Materials**, replace “1032-9(F)” with “1032-6(F)”.

#### Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

#### Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

#### Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

#### Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

#### Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

#### Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

#### Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

## **PLANT AND PEST QUARANTINES**

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

(3-18-03) (Rev. 10-15-13)

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, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

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

## **MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

(10-16-07) (Rev. 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.

## **NORTH CAROLINA DEPARTMENT OF TRANSPORTATION 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.

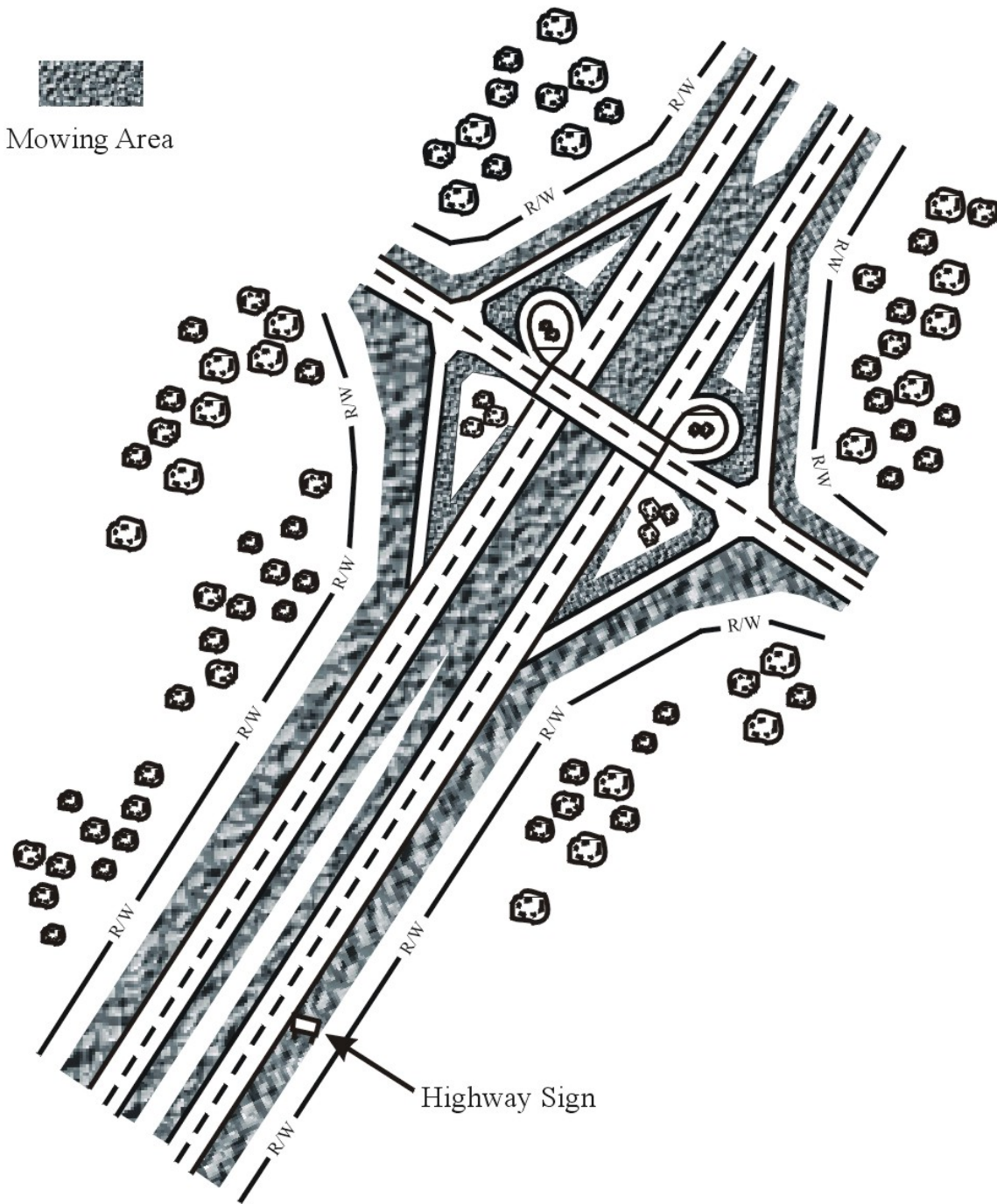
**“Clean-Up” Mowing** – Mowing within the right of way which includes the area established for “routine” mowing and extends beyond these limits generally to the right of way line or to established mowing patterns. The areas included are shown on the typical mowing patterns included elsewhere in this 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.

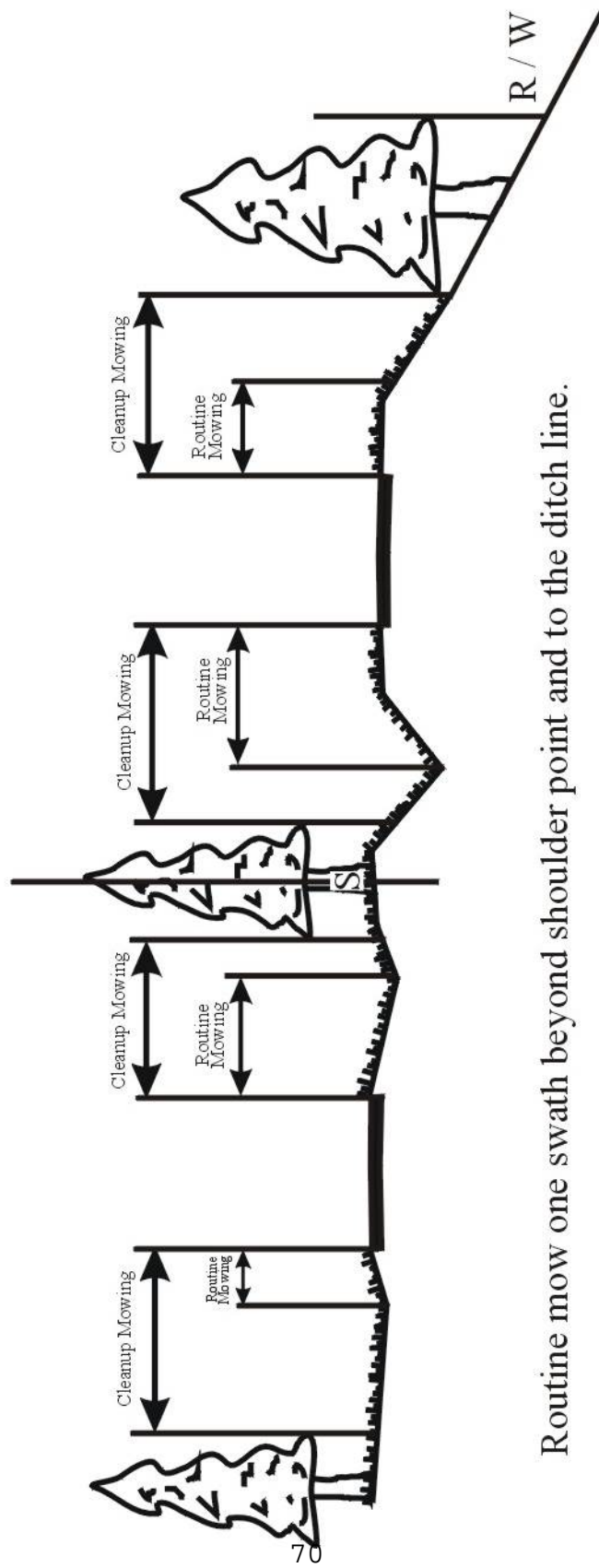
**Traffic Control Devices** – Traffic Control Devices may be required to provide for the safe mowing of the median of divided highways where continuous runs of guardrail have been installed. The utilization of Traffic Control Devices will be required when the mowing operation encroaches onto the adjacent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

# TYPICAL MULTI-LANE HIGHWAY



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

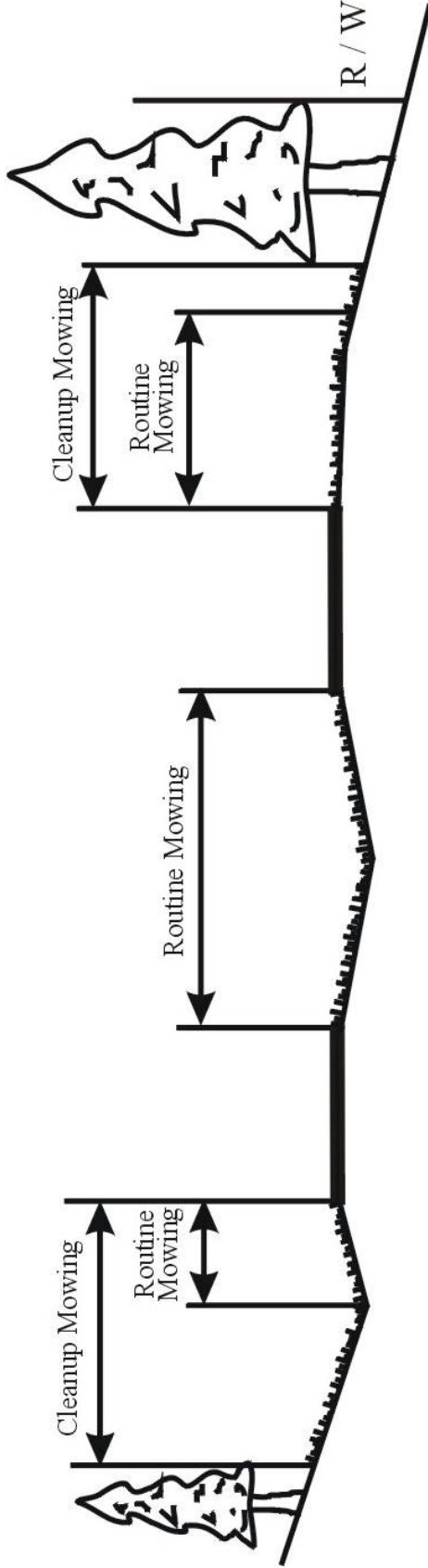
# TYPICAL FOUR LANE HIGHWAY SECTION SPREAD MEDIAN



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

Cleanup mow to R/W or mowing pattern.

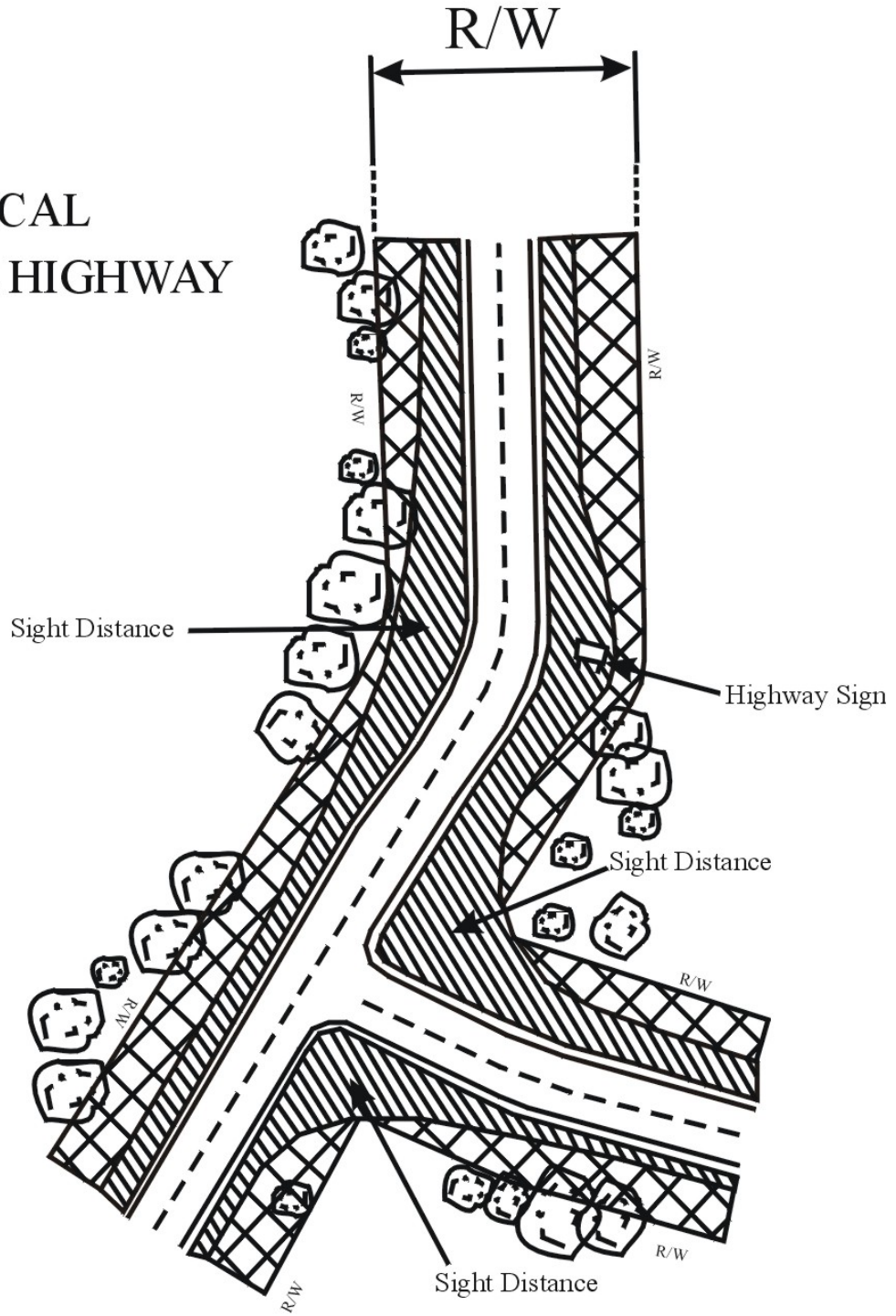
# TYPICAL FOUR LANE HIGHWAY SECTION NARROW MEDIAN



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

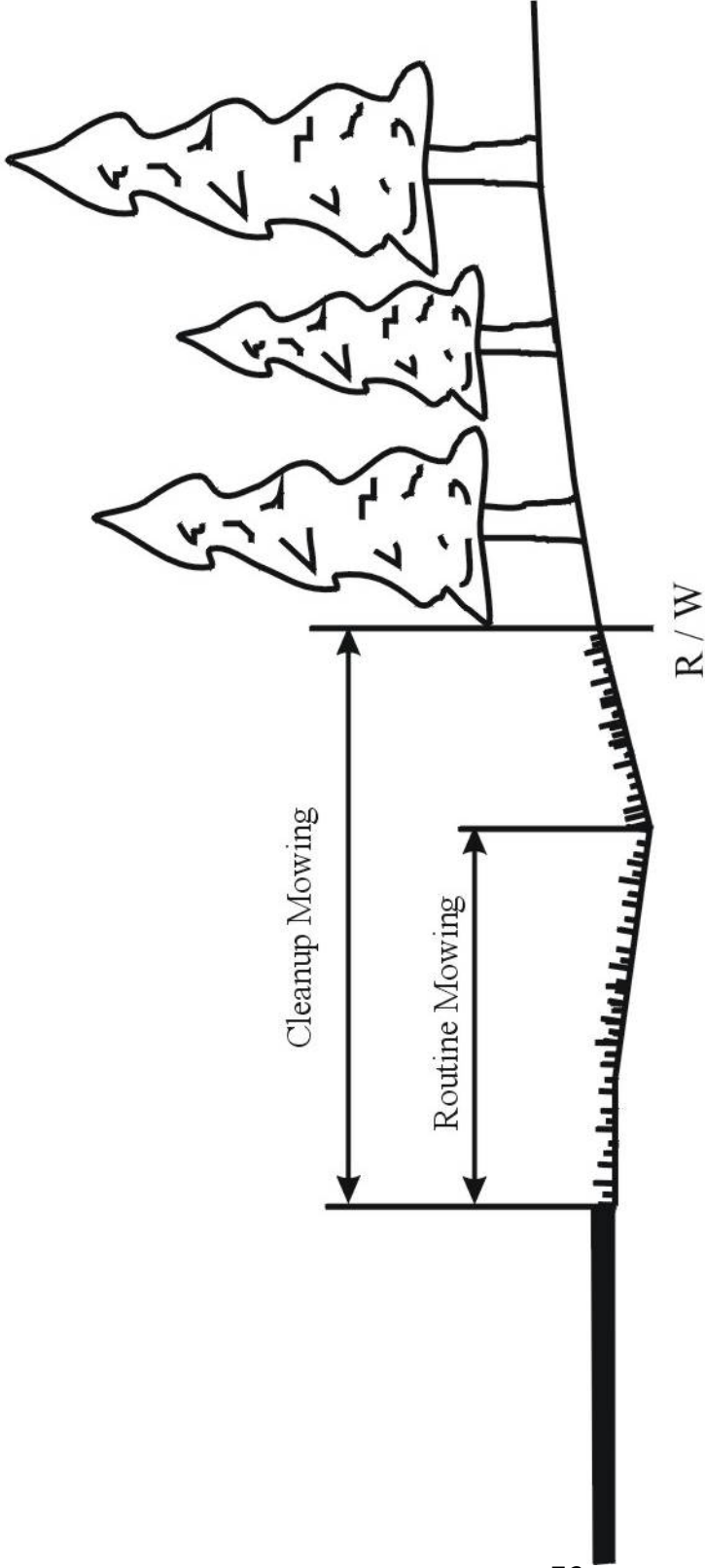
Cleanup mow to R/W or mowing pattern.

# TYPICAL TWO LANE HIGHWAY





# TYPICAL HIGHWAY SECTION

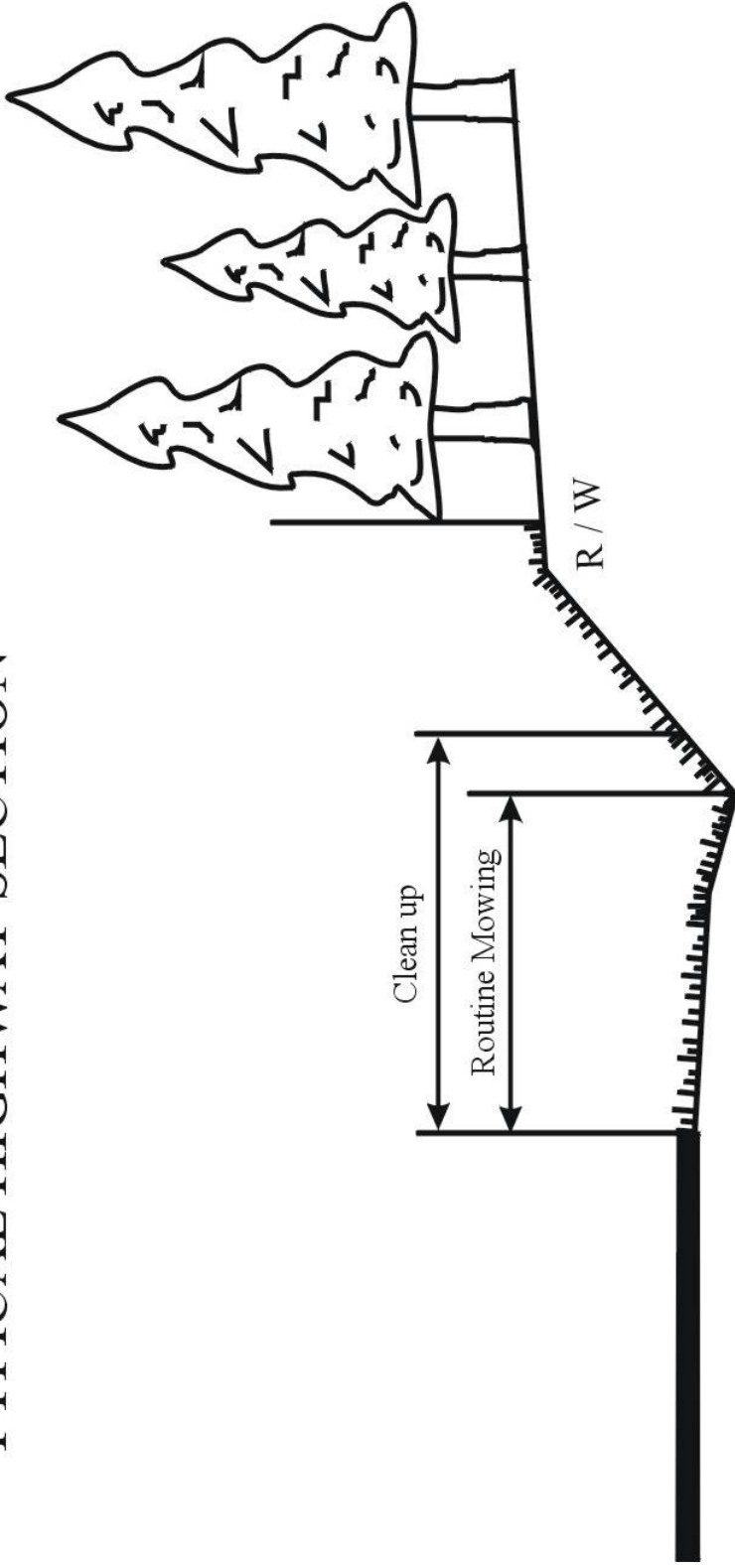


# TYPICAL CUT SECTION WITH SLOPE FLATTER THAN 2:1

Routine mowing to ditch line.

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

# TYPICAL HIGHWAY SECTION

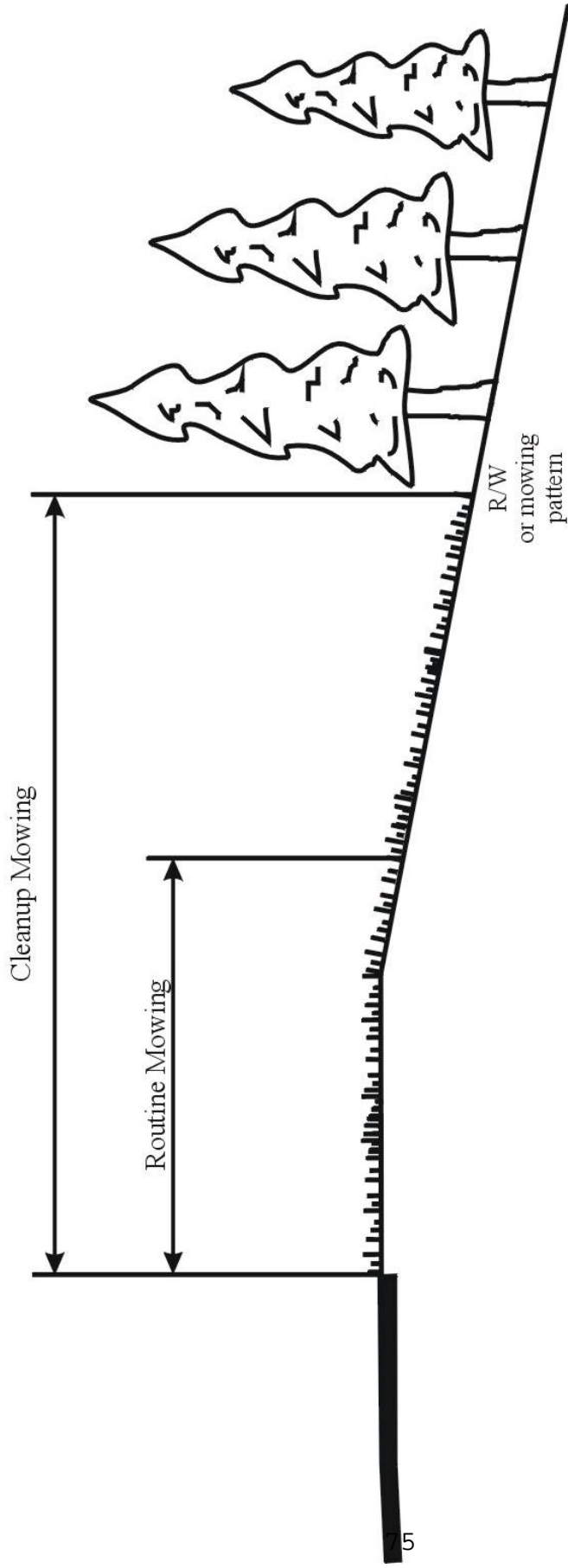


# TYPICAL CUT SECTION WITH SLOPE 2:1 AND STEEPER.

Routine mowing to ditch line.

Clean up mowing one swath up cut slope.

# TYPICAL HIGHWAY SECTION

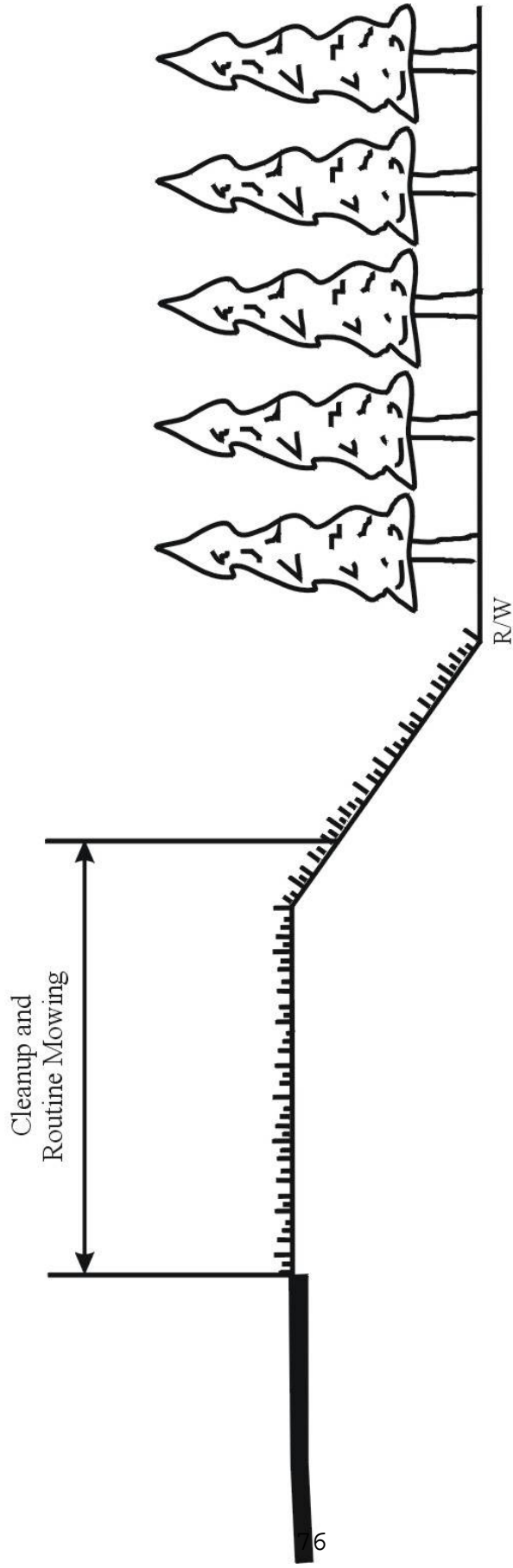


# TYPICAL FILL SECTION WITH SLOPE FLATTER THAN 2:1.

Routine mow one swath beyond shoulder point.

Cleanup mow to R/W or mowing pattern.

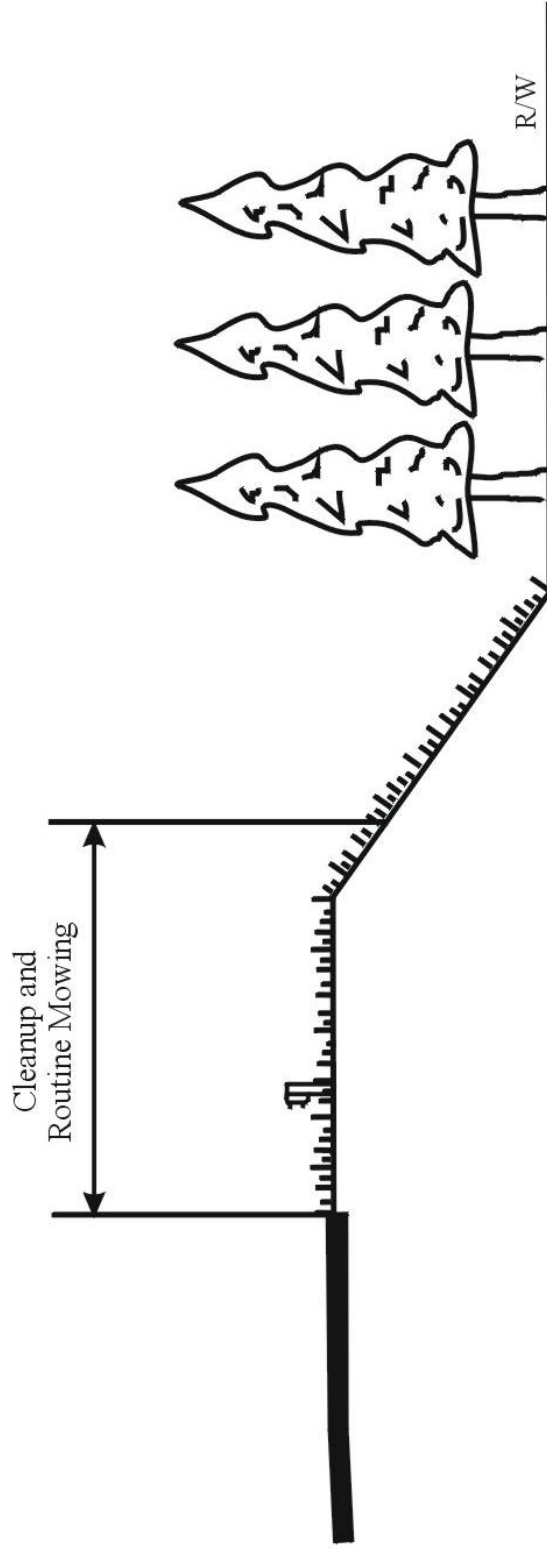
# TYPICAL HIGHWAY SECTION



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

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

# TYPICAL HIGHWAY SECTION

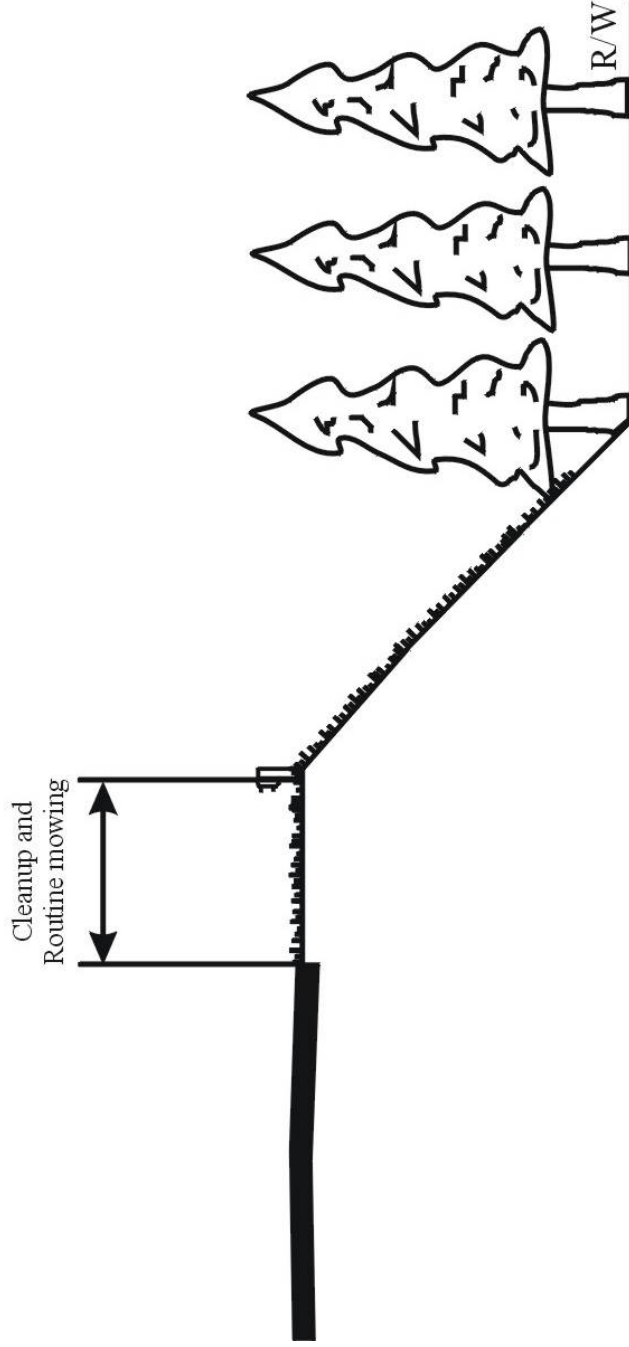


# TYPICAL FILL SECTION WITH ROOM BEHIND GUARDRAIL FOR MOWER.

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

A-10

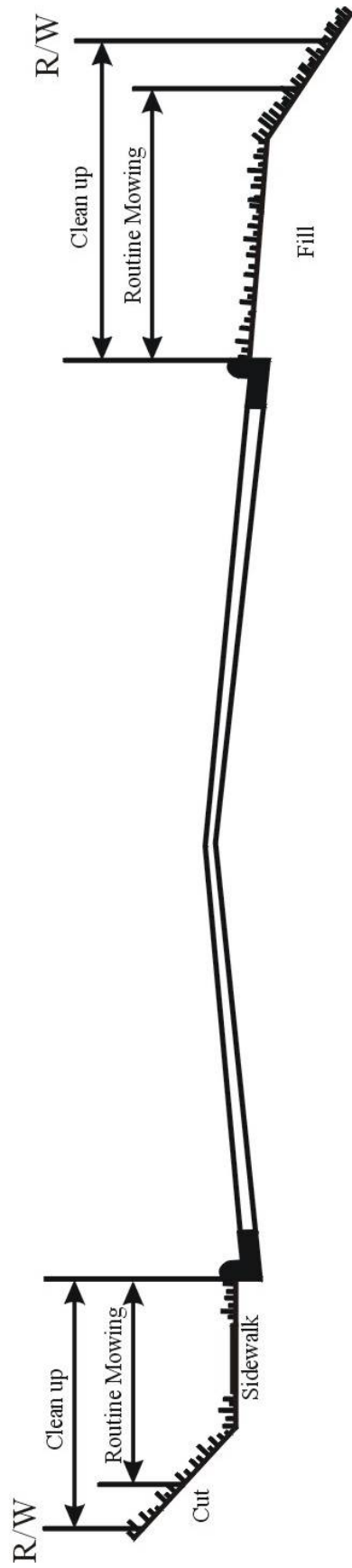
# TYPICAL HIGHWAY SECTION



# TYPICAL FILL SECTION WITH GUARDRAIL NEAR SHOULDER POINT.

Routine and cleanup mow to guardrail.

# TYPICAL CURB AND GUTTER SECTION



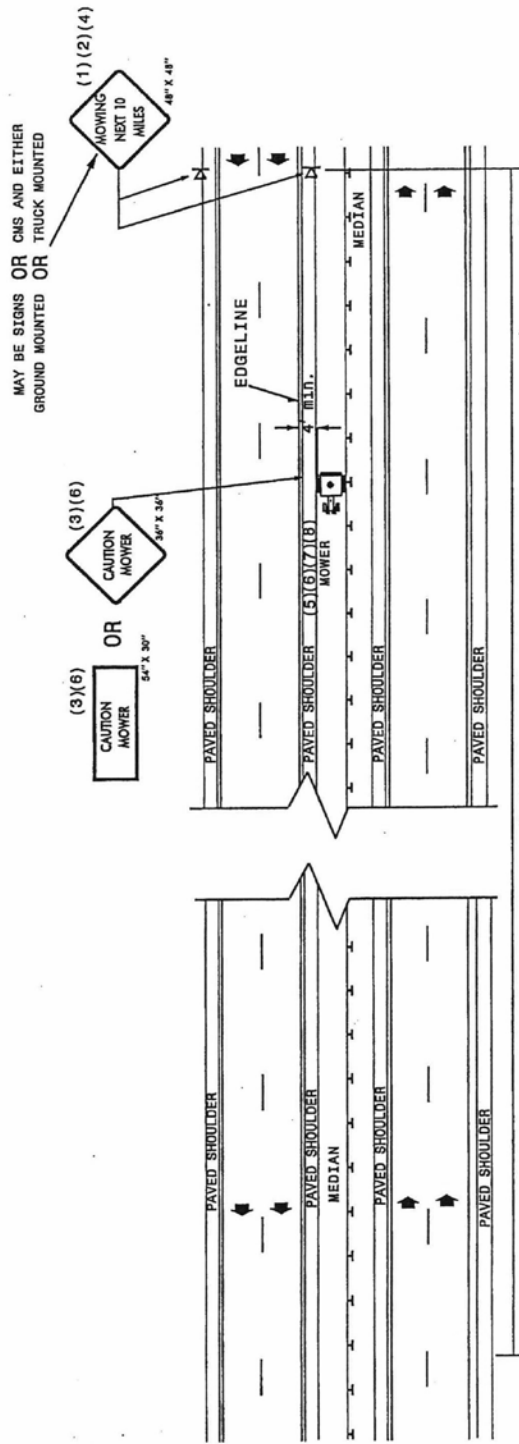
A-12

**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) 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 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, 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



10 MILES

**MOWING OPERATION**

INTERSTATE AND MULTILANE DIVIDED FACILITIES

LOCATION: MEDIAN WITH TIRE OF MOWING VEHICLE FOUR FEET (4') OR MORE FROM EDGELINE  
 VOLUME: ANY VOLUME  
 SPEED: ANY SPEED

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



**GENERAL NOTES**

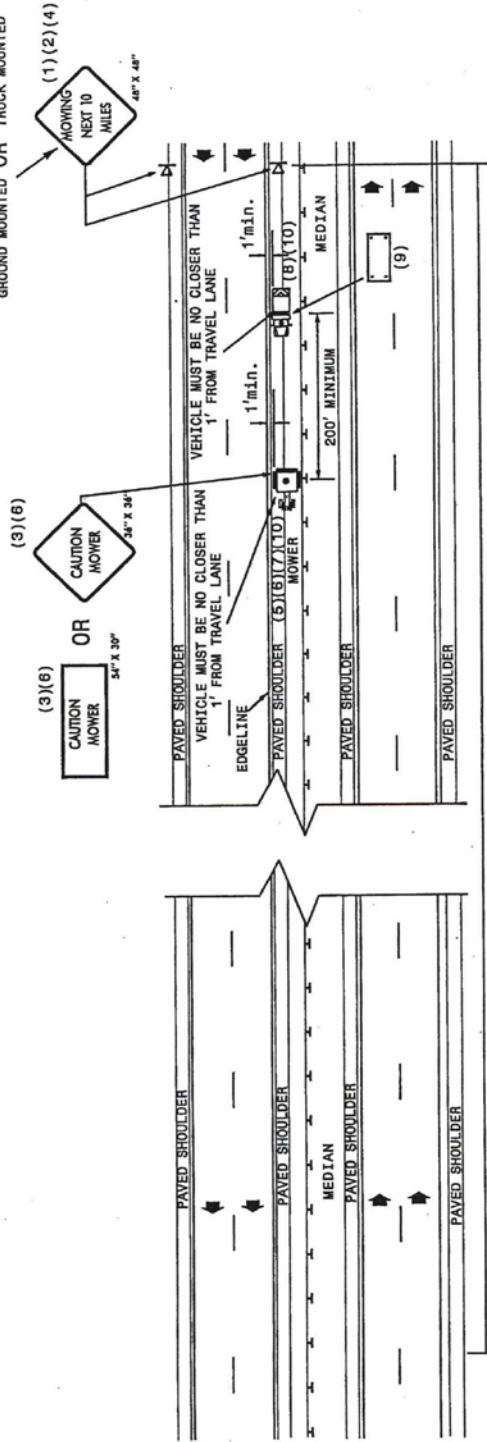
- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
  - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
  - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE "NEXT 10 MILES" AND MAKE CIRCLE TO PICK UP SIGNS)
  - D. STATIONARY CHANGEABLE MESSAGE SIGN (CMS) (MUST USE "NEXT 10 MILES" AND MAKE CIRCLE TO PICK UP CMS)
- (2) 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 TRAILER MUST STOP AT BREAK IN TRAVELWAY AND MOVE OUT INTO THE TRAVELWAY SIMULTANEOUSLY TO GET TO THE OTHER SIDE.
- (9) USE A TYPE "B" FLASHING ARROW PANEL.
 

PANEL TYPE	MIN. SIZE
B	80" X 30"
- (10) IF MOWING VEHICLE OR TRUCK MOUNTED IMPACT ATTENUATOR ARE CLOSER THAN 1' TO EDGE LINE, MOWING OPERATION DRAWING NUMBER 3 OR 3 MUST BE USED. IF MOWING VEHICLE IS 4' OR MORE FROM EDGE LINE, MOWING OPERATION DRAWING NUMBER 1 OF 3 MAY BE USED.

**LEGEND**

- ▲ CONE
- ⊠ PORTABLE SIGN
- DIRECTION OF TRAFFIC FLOW
- ⊠ MOWING VEHICLE WITH LIGHT BAR
- ⊠ PROTECTION VEHICLE WITH TRUCK MOUNTED LIGHT BAR (SEE RSD NO. 1166.01)
- ⊠ FLASHING ARROW PANEL, TYPE "B"
- ⊠ CAUTION MOWER

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



**MOWING OPERATION**

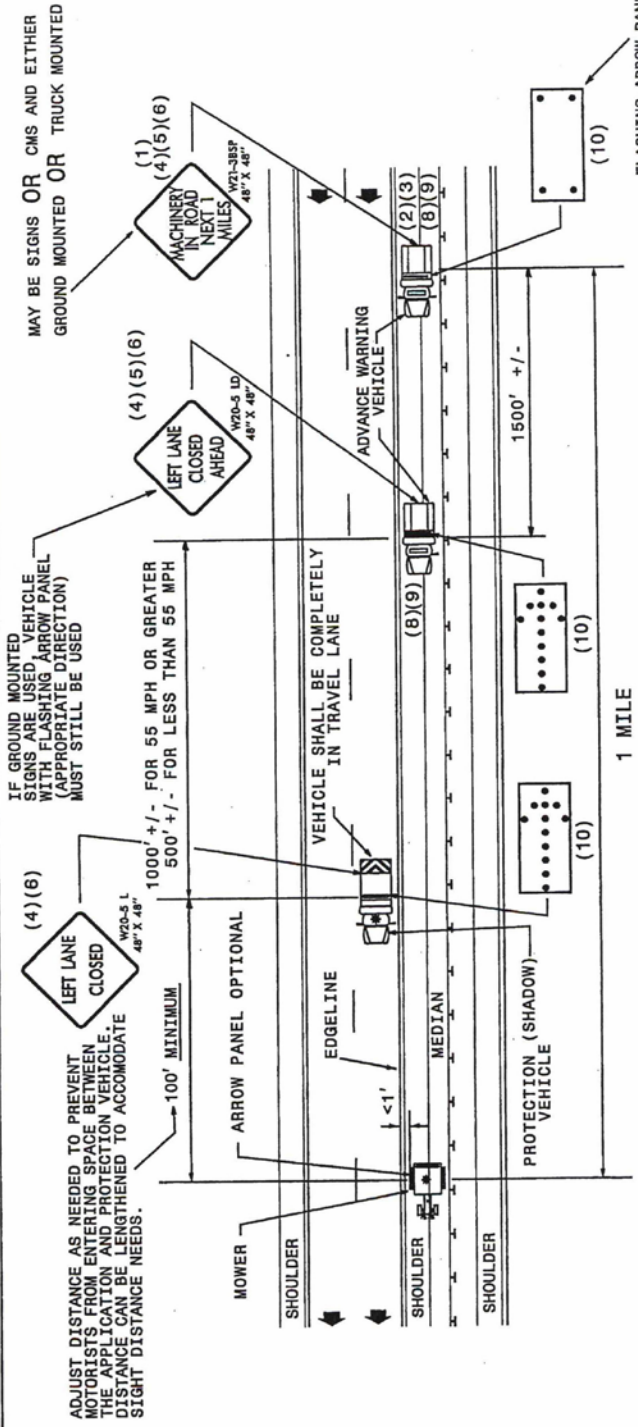
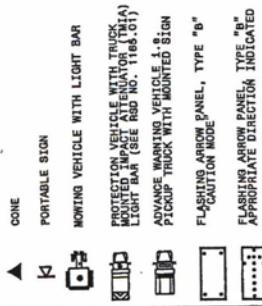
INTERSTATE AND MULTILANE DIVIDED FACILITIES  
 MEDIAN WITH MOWING VEHICLE & TMIA LESS THAN FOUR (4) FEET  
 BUT NO CLOSER THAN ONE (1) FOOT FROM EDGE LINE  
 LOCATION: ANY VOLUME  
 SPEED: ANY SPEED

DRAWING 2 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 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 W21-3BSP 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-LD ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED TRAFFIC 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. PANEL TYPE MIN. SIZE 60"X30"

**LEGEND**



**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 EDGELINE  
 VOLUME: ANY VOLUME  
 SPEED: ANY SPEED

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

## THREATENED AND ENDANGERED PLANT SPECIES

Counties and number of populations  
Calendar Year 2014 Contract Mowing

*Populations may consist of plant groups located one half mile or more apart.*

*Population numbers are subject to change, as new populations are discovered periodically, some are lost and occasionally nearby groups of plants are combined into one population for tracking purposes.*

***Exact locations should be verified through county personnel.***

<b>Division</b>	<b>County</b>	<b>Populations</b>
1	Hyde	2
2	Craven	1
	Jones	1
3	Brunswick	4
	Pender	1
4	Nash	1
5	Durham	8
	Franklin	1
	Granville	4
	Wake	1
6	Columbus	1
8	Montgomery	21
	Moore	2
	Randolph	18
	Randolph/Montgomery	1
	Richmond	1
	Scotland	1
9	Davidson	6
	Davie	1
	Rowan	3
	Stokes	6
10	Anson	8
	Cabarrus	4
	Mecklenburg	9
	Stanly	8
	Union	19
11	Ashe	8
	Caldwell	2
	Surry	2
12	Catawba	10
	Cleveland	3
	Gaston	2
	Iredell	1
13	Burke	1
	Ruth/Hend	1
	Rutherford	1
14	Graham	1
	Henderson	1
	Jackson	1
	Macon	2
	Polk	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

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

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

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

Surry	No	No	No	No	
Swain	No	No	Oriental Bittersweet	No	
Transylvania	No	No	Oriental Bittersweet	No	
Tyrrell	Yes	No	Erasian Watermilfoil	No	
Union	Yes	No	No	No	
Vance	Yes*	No	No	No	Yes
Wake	Yes	No	Uruguay Waterprimrose	No	
Warren	No	No	Eurasian Watermilfoil and Uruguay Waterprimrose	No	Yes
Washington	Yes	No	No	No	
Watauga	No	No	Plumeless Thistle Purple Loosestrife Oriental Bittersweet	No	
Wayne	Yes	No	No	No	
Wilkes	No	No	Oriental Bittersweet	No	
Wilson	Yes	No	No	No	
Yadkin	No	No	No	No	
Yancey	No	No	Canada Thistle Oriental Bittersweet	No	
*Counties with <b>Yes*</b> are partially regulated.					
** All counties in the Witchweed quarantine list are partially regulated.					
***Dare county is partially regulated					
See <a href="http://www.ncagr.com/plantindustry/plant/weed/noxweed.htm">http://www.ncagr.com/plantindustry/plant/weed/noxweed.htm</a> or call 1.800.206.9333 for a list of noxious weeds in North Carolina					

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