## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



**Division 14** 

District 2

# <u>Contract</u> <u>Small Business Enterprise</u>

<b>CONTRACT:</b>	DN11803659	
<b>TIP Number:</b>	N/A	
FEDERAL:	STATE FUNDED	
WBS Element:	14RE.104433	
LOCATION:	VARIOUS LOCATION	S ALONG I-40 IN HAYWOOD
	COUNTY	
COUNTY:	HAYWOOD	
<b>DESCRIPTION:</b>	VEGETATIVE MANA	GEMENT (CLEARING)
Contractor:	<b>Russell Enterprises LLC</b>	
Address:	350 Westerman Place	
	Smithfield, NC 27577	
<b>Division Engineer:</b>	B. C. Burch, P.E.	
<b>Roadside Environn</b>	·	K. Blazer
Roadside Environn	·	K. Blazer
	nental Engineer: F.	K. Blazer
Roadside Environn	·	K. Blazer
Letting Date:	nental Engineer: F. 5 6/12/2018	K. Blazer
	nental Engineer: F. 5 6/12/2018	K. Blazer
Letting Date:	nental Engineer: F. 5 6/12/2018	K. Blazer
Letting Date:	nental Engineer: F. 5 6/12/2018	K. Blazer
Letting Date:	nental Engineer: F. 5 6/12/2018	K. Blazer
Letting Date:	nental Engineer: F. 5 6/12/2018	K. Blazer

April 2001

A1 - DN11803659 CONTRACTCOVER

## STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



# DIVISION 14 <u>CONTRACT PROPOSAL</u> <u>SMALL BUSINESS ENTERPRISE</u>

DATE AND TIME OF BID OPENING:JUNE 12, 2018 AT 2:00 PMCONTRACT ID:DN11803659

WBS ELEMENT NO.: FEDERAL AID NO.: COUNTY: TIP NO.: MILES: ROUTE NO.: LOCATION: DN11803659 14RE.104433 STATE FUNDED HAYWOOD N/A 20 I-40 AT VARIOUS LOCATIONS ALONG I-40 IN HAYWOOD COUNTY VEGETATIVE MANAGEMENT (CLEARING)

**TYPE OF WORK:** 

SIDDER VISET ENTERPRISES NAME<sup>OF</sup> BIDDER 350 ADDRESS OF BIDDER

**RETURN BIDS TO:** 

N. C. DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS, DIVISION 14 ATTN: Jeffrey E. Alspaugh, EI 253 Webster Road Sylva, NC 28779



#### PROPOSAL FOR THE CONSTRUCTION OF

#### CONTRACT No. DN11803659 IN HAYWOOD COUNTY, NORTH CAROLINA

5/15/2018 Date

### DEPARTMENT OF TRANSPORTATION,

20\_

#### **RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DN11803659**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DN11803659** in **Haywood County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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



## **TABLE OF CONTENTS**

## COVER SHEET PROPOSAL SHEET

THIS CONTRACT IS FOR TIP N/A CONTRACT ID DN11803659 FOR VEGETATIVE MANAGEMENT (CLEARING) TYPE OF WORK IN HAYWOOD COUNTY.

## SPECIAL PROVISIONS

BOND REQUIREMENTS – No Bonds Required 4	
CONTRACT TIME AND LIQUIDATED DAMAGES: 4	•
INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES: 4	
INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: 5	1
CONSTRUCTION MORATORIUM:	
NO MAJOR CONTRACT ITEMS:	)
SCHEDULE OF ESTIMATED COMPLETION PROGRESS:	
OUTSOURCING OUTSIDE THE USA:	
ROADWAY	1
VEGETATION MANAGEMENT (CLEARING):	1
HERBICIDE TREATMENT (CLEARING):	I
AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS 11	
ERRATA	,
PLANT AND PEST QUARANTINES	
MINIMUM WAGES	
TITLE VI AND NONDISCRIMINATION:	, 1
ON-THE-JOB TRAINING	,
TRAFFIC CONTROL	TC

## PROPOSAL ITEM SHEET AND SIGNATURE SHEET

ITEM SHEET(S)	T-1
SIGNATURE SHEETS	
EXECUTION SHEET	U-1

## **INSTRUCTIONS TO BIDDERS**

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

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

### TRADITIONAL PAPER BIDS:

- 1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid. ALL BIDDERS SHOULD CONTACT THE DIVISION 14 CONTRACTING OFFICE VIA EMAIL <u>D14CONTRACTS@NCDOT.GOV</u> PRIOR TO NOON THE DAY OF LETTING TORECEIVE A VALIDATION EMAIL. Proposals submitted without the validation email may be rejected.
- 2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
- **3.** The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
- 4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
- 5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
- 6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
- The bid shall be properly executed on the included Execution of Bid Non-collusion, Debarment and Gift Ban Certification form. All bids shall show the following information:

a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.

Corporations that have a corporate seal should include it on the bid.

- b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
- c. Name, signature, and position or title of witness.
- 8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **9.** The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 10. <u>THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED</u> SHALL BE PLACED IN A <u>SEALED</u> ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 14 OFFICE, LOCATED AT 253 Webster Road, BY 2:00 PM ON, June 12, 2018.
- **11.** The sealed bid must display the following statement on the front of the sealed envelope:

#### QUOTATION FOR VEGETATIVE MANAGEMENT (CLEARING) AT VARIOUS LOCATIONS ALONG I-40 IN HAYWOOD COUNTY TO BE OPENED AT 2:00 PM ON, June 12, 2018.

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

N. C. DEPARTMENT OF TRANSPORTATION ATTN: Jeffrey E. Alspaugh, EI 253 Webster Road Svlva, NC 28779

### PROJECT SPECIAL PROVISIONS

#### **GENERAL**

#### **BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

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

### **CERTIFICATE OF INSURANCE:**

Certificate(s) of Insurance shall be shall be submitted at the time of bid opening, as part of the sealed bid. The insurance coverage shall comply with the provisions of Article 107-15 of the 2018 Standard Specifications for Roads and Structures.

## CONTRACT TIME AND LIQUIDATED DAMAGES:

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

The date of availability for this contract is **October 15, 2018**.

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

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

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

### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:** (06-12-18)

The Contractor shall not perform any work on this contract during the following time restrictions:

### DAY AND TIME RESTRICTIONS

#### **Interstates Friday after 12:00pm**

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 above and place traffic in the existing traffic pattern.

The liquidated damages are Five Hundred Dollars (\$500) per hour.

Haywood

SPD 01-420B

SP1 G10 A

108

SPEC

G-4

<u>•</u>

## INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES: (06-12-18) SP1 G14 B

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to a multi-lane two-way traffic pattern.

The Contractor shall not close or narrow a lane of traffic on I-26 from Buncombe County to Milepost 56.5 in Henderson County and I-40 from Exit 27 (US 74) to Buncombe County Line in Haywood County during the following time restrictions:

Dates	Monday Friday Saturday through Thursday		Sunday	
October 4, 2018 through November 5, 2018 (Leaf Season)	from 6:00A.M. to 7:00 P.M	from 6:00A.M. to 9:00 P.M	from 9:00A.M. to 9:00 P.M	from Noon. to 8:00 P.M
November 16, 2018 through January 4, 2019 (Christmas Retail)	from 6:00A.M. to 9:00 P.M	All Times	All Times	All Times
December 18, 2018 through January 4, 2019 (Christmas)	All Times	All Times	All Times	All Times
November 20, 2018 through November 26, 2018 (Thanksgiving)	All Times	All Times	All Times	All Times

## DAY AND TIME RESTRICTIONS

The Contractor shall not close or narrow a lane of traffic on I-26 from Mile Marker 56.5 to South Carolina State Line in Polk County; I-40 from Exit 27 (US 74) to Tennessee State Line in Haywood County; US 23-74 from Exit 98 to I-40 (Waynesville Bypass) in Haywood County; US 23-74 from Exit 81 to Exit 85 (Sylva Bypass) in Jackson County; US 74 from Exit 64 to Exit 74 (Bryson City Bypass) in Swain County; US 25 from South Carolina Line to I-26 in Henderson County; and US 74 from I-26 to Rutherford County Line in Polk County during the following time restrictions:

## DAY AND TIME RESTRICTIONS

Dates	Monday	Friday	Saturday	Sunday
	through			
	Thursday			
December 18, 2018	All Times	All Times	All Times	All Times
through January 4, 2019				
(Christmas)				
November 20, 2018	All Times	All Times	All Times	All Times
through November 26,				
2018 (Thanksgiving)				

DN11803659

October 4, 2018 through	from	from 6:00A.M. to	from 9:00A.M. to	from Noon. to
November 5, 2018 (Leaf	6:00A.M. to	9:00 P.M	9:00 P.M	8:00 P.M
Season)	7:00 P.M			

In addition, the Contractor shall not close or narrow a lane of traffic on Non-Freeway Routes, 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

- 1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- 2. For **New Year's Day**, between the hours of 3:00 p.m. December 31st and 7:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 7:00 a.m. the following Tuesday.
- 3. For **Thanksgiving Day**, between the hours of 3:00 p.m. Tuesday and 7:00 a.m. Monday.
- 4. For **Christmas**, between the hours of 3:00 p.m. the Friday before the week of Christmas Day and 7:00 a.m. the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, 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 a normal traffic pattern.

The liquidated damages are **One Thousand Dollars** (**\$ 1,000.00**) per hour.

## **CONSTRUCTION MORATORIUM:**

(1-19-16)

SP1 G18C

No tree cutting will be allowed from April 15 through October 15 of any year.

## NO MAJOR CONTRACT ITEMS:

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

104

SP1 G31

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

## **SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 6-19-18)

The Contractor's attention is directed to the Standard Special Provision entitled Availability of Funds Termination of Contracts included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

G-7

	<u>Fiscal Year</u>	<b>Progress (% of Dollar Value)</b>			
2019	(7/01/18 - 6/30/19)	100% of Total Amount Bid			

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2018 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

#### **OUTSOURCING OUTSIDE THE USA:**

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

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.

SP1 G150

SP1 G58

108-2

## PROJECT SPECIAL PROVISIONS

## **ROADWAY**

## **VEGETATION MANAGEMENT (CLEARING):**

(06-12-18)

#### Description

The work consists of clearing the all wooded vegetation from within the stated limits within the right-ofway. *Clearing*, is defined as the cutting, removal, and satisfactory disposal of all wooded vegetation and debris within the project limit, in accordance with Section 200 of the 2018 Standard and Specifications for *Roads and Structures*.

#### **Construction Methods**

Removal and disposal of all trimmings, laps, brush, or debris produced by the above operation shall be the responsibility of the Contractor or as determined by the Engineer.

When chipping is used to dispose of trimmings, the Engineer may approve the spreading of chips along certain sections of highway right of way.

The Engineer may allow for disposal of brush and debris at specific locations with right of way limits that are not visible to motorists and cause no negative affects to adjacent property owners.

No debris or chips shall be placed in a manner as to prevent drainage of the roadway. All other debris shall be removed from highway right of way before payment is made. No burning or burying of debris will be allowed on highway right of way.

Disposal of all material shall be at a properly permitted/approved waste site. Any non-commercial sites used for disposal of the wood waste, must be a North Carolina Department of Environmental Quality Solid Waste Management Division certified site.

The *Clearing* limits for *Vegetation Management (Clearing)* shall be 25 feet, as measured along the cut slopes from the back of the ditch, and 25 feet measured along the fill slopes from the top of fill slope as shown on Typical Section 1.

The *Clearing* limits for *Supplemental Clearing* shall be any areas outside of the clearing limits as defined by Typical Section 1 and identified for clearing by the Engineer.

A *Vertical Clearing* limits shall be 'ground to sky' unless otherwise directed by the Engineer. Cut or trim all trees or tree branches that are leaning, overhanging or otherwise encroaching into the clearing limits. Stumps should be cut to a height as close to ground elevation as possible.

## Equipment

The Contractor shall furnish all equipment in good operating condition and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. All equipment shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards.

SP

### **Measurement and Payment**

*Vegetation Management (Clearing)* and *Supplemental Clearing* will be measured and paid for by the satisfactory cutting, removal, and disposal of wooded vegetation from within the defined project limits of this contract.

The contract unit price for *Vegetation Management (Clearing)* and *Supplemental Clearing* will be full compensation for supplying all labor, tools, equipment, traffic control, herbicide, applicable environmental permits and incidentals necessary to complete the required work.

No separate payment will be made for debris removal or disposal, as these are considered incidental to the bid items of this contract.

Payment will be made under:

**Pay Item** Vegetation Management (Clearing) Supplemental Clearing

## HERBICIDE TREATMENT (CLEARING):

(11-6-17)

#### Description

The work consists of treating woody vegetative stumps with an herbicide immediately after cutting to prevent sprouting.

#### **Construction Methods**

Follow all applicable instructions, warnings, and safety precautions stated on the manufacturer's label, and comply with all laws and regulations governing herbicides that are in effect at the time of use. Apply all herbicides in accordance with the manufacturer's instructions on the product label. Broadcast spraying will not be allowed.

The Contractor shall use an herbicide with blue dye, both of which will be provided by the Division 14 Roadside Environmental Engineer.

Herbicides shall be properly labeled and registered with the United States Department of Agriculture and the North Carolina Department of Agriculture. A container shall contain only the herbicide that meets the analysis guaranteed on the label. Keep all herbicides in such original labeled containers until used.

**Pay Unit** Lump Sum Square Feet

SP

#### DN11803659

Herbicide application shall be conducted by individuals who possess the appropriate applicator's license from the NC Department of Agriculture or by individuals under their direction, who understands and follows the herbicide labeling before applying the product.

Licensed applicators shall submit a copy of their license to the Division Roadside Engineer for his approval prior to beginning work.

## Equipment

The Division 14 Roadside Engineer must approve the application equipment (provided by Contractor) and the method of application. The Division 14 Roadside Engineer can be reached at (828-631-0272).

## **Measurement and Payment**

No direct payment will be made for herbicide treatment or for the equipment needed for its application, as it is considered incidental to the costs of *Vegetation Management (Clearing)* and *Supplemental Clearing*.

## Haywood

Z-2

## <u>STANDARD SPECIAL PROVISION</u> <u>AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS</u>

(5-20-08)

*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 project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the 2018 Standard Specifications.

## Haywood

#### STANDARD SPECIAL PROVISION

#### **ERRATA**

(2-12-18)

Revise the 2018 Standard Specifications as follows:

#### **Division 7**

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

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

#### **Division 8**

Page 8-23, lines 3, 6, 11 and 13, Section 836, SLUICE GATE, replace article number "8366" with "836".

#### **Division 10**

Page 10-69, Table 1046-1 WIRE DIAMETER, rename RECYCLED PLASTIC AND COMPOSITE OFFSET BLOCK PROPERTIES

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

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

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

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

Z-4

## Haywood

## STANDARD SPECIAL PROVISION

## PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds) (3-18-03) (Rev. 12-20-16)

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

#### **Originating in a Quarantined County**

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

#### Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or http://www.ncagr.gov/plantindustry/ to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

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

Z-04a

## Haywood

## **STANDARD SPECIAL PROVISION**

## 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.

#### DN11803659

## **STANDARD SPECIAL PROVISION**

## TITLE VI AND NONDISCRIMINATION:

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

Z-6

Revise the 2018 Standard Specifications as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

(e) Sanctions for Noncompliance:

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

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

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - 2. Physically incorporate the required Title VI clauses into all subcontracts on federallyassisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  - 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source: "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."

- 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
- 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
- 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
  - 1. Applicability

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

2. Eligibility

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

3. Time Limits and Filing Options

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

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

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

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

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

5. Discrimination Complaint Form

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

## 6. Complaint Basis

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

TABLE 103-1 COMPLAINT BASIS								
Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities					
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. ( <i>Executive Order 13166</i> )					
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.						
National Origin (Limited English Proficiency)	Place of birth. Citizenship is not a factor. ( <i>Discrimination based</i> on language or a person's accent is also covered)	Mexican, Cuban, Japanese, Vietnamese, Chinese						
Sex	Gender. The sex of an individual. <i>Note:</i> Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.					
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.					
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990					
Religion (in the context of employment) ( <i>Religion/ Creed in all aspects of</i> <i>any aviation or transit-related</i> <i>construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)					

## (3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (1) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

## (4) Additional Title VI Assurances

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

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B) The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4. NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federallyassisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

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

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

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

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C) The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the

entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

- (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
- 3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

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

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

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

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

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

## Haywood

## STANDARD SPECIAL PROVISION

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

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

#### 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.

Z-10

### **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 Truck Drivers Carpenters Concrete Finishers Pipe Layers Office Engineers Estimators Iron / Reinforcing Steel Workers Mechanics 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.

## PROJECT SPECIAL PROVISIONS

## TRAFFIC CONTROL

## WORK ZONE TRAFFIC CONTROL GENERAL

## REQUIREMENTS TEMPORARY TRAFFIC CONTROL

Maintain traffic in accordance with Divisions 10, 11 and 12 of the 2018 Standard Specifications, the Project Special Provisions, the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), and the following provisions:

Use a lane closure to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the 2018 Roadway Standard Drawings. A lane closure is required for median sweeping on Interstates Routes. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

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

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the 2018 Roadway Standard Drawings. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the 2012 Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt, or jacket which meets the color requirements of the MUTCD.

## Work Zone Signing

## Description

Install and maintain signing in accordance with Divisions 11 and 12 of the 2018 Standard Specifications.

## Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the 2018 Roadway Standard Drawings. Any required portable signs for lane closures will be considered incidental to the work being paid for under the various items in the contract, no separate payment will be made.

## **Measurement and Payment**

Temporary traffic control work, including, but not limited to installation and removal of stationary signs, portable signs, cones, drums, skinny drums, flaggers, AFAD's, changeable message boards, truck mounted attenuators, flashing arrow boards, and pilot vehicles will be considered incidental to the work being paid for under the various items in the contract, no separate payment will be made

Contract No. 21/11803169 County Henderson, Polk Transylvania

## **EXECUTION OF CONTRACT** NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

## LIMITED LIABILITY COMPANY

The Contractor declares (or certifies, verifies, or states) under penalty of perjuryunder the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this Contract, that the Contractor has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid

By submitting this Execution of Contract, Non-Collusion and Debarment Certification, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning

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 ENTER Address as Prequalified Signature of Witness Signature of Member/Manager/Authorized Agent

Print or type Signer's name

Select appropriate title

LUCSE // Print or type Signer's Nan



Rev. 1-16-18

## Contract No. DN/1803659 County Henderson, Polto Transy Wang

## DEBARMENT CERTIFICATION

Conditions for certification:

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

Rev. 1-16-18

Contract No. PALLS 03659 County Hender Son, Poll

## **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 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: DN11803659

**County: Haywood** 

## ACCEPTED BY THE DEPARTMENT

—DocuSigned by: Jeffrey. E. Alspangh

-160F4BFF87884E1... Proposals Engineer

6/26/2018

Date

EXECUTION OF CONTRACT AND BONDS APPROVED AS TO FORM:

— DocuSigned by: BUNCH, Brian (

-E64230B81D7D44B... Division Engineer

6/26/2018

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

T-1 ITEMIZED PROPOSAL FOR CONTRACT NO. DN11803659

Line #	Section #	Item Description	Quantity	Units	Unit Price	Bid Amount	7
1	800	MOBILIZATION ^ EA	1.00	LS	Blow.	\$100-	-1
2	SP	VEGETATIVE MANAGEMENT (CLEARING)	20.00	SMI	7-7-40012	\$440000-0R	\$328000
3	SP	SUPPLEMENTAL CLEARING	35,000.00		10	(3850-	
		\$16400	Total	Amou	nt Of Bid For Entire Project:	\$4519505DR	_
		9101				A 33/950-	-





## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL' SURA	Y OR NCE	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTE	ND OR ALTE	ER THE CO	VERAGE AFFORDED B	e hol Y the	POLICIES
IMPORTANT: If the certificate holder									
If SUBROGATION IS WAIVED, subject this certificate does not confer rights							require an endorsement.	. A Sta	atement on
PRODUCER				CONTA NAME:	ст John Mo	bley			
Citizens General Insurance				PHONE (A/C, No	, Ext): (800) 4	198-0884	FAX (A/C, No):	(530)	477-0111
11601 Blocker Dr.				E-MAIL ADDRE	iohnm@	citizensgener	al.com		
Suite 110					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
Auburn			CA 95603	INSURE	RA: Comme	rce and Indus	stry Insurance Company		19410
INSURED				INSURE	<sub>кв:</sub> Security	Vational Ins	urance Company		19879
Russell Enterprises LLC				INSURE	RC:				
350 Westerman Place				INSURE	RD:				
				INSURE	RE:				
Smithfield			NC 27577	INSURE	RF:				
			NUMBER:				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT	OR OTHER E S DESCRIBEE PAID CLAIMS.	DOCUMENT WITH RESPEC	т то ۱	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	-	
							EACH OCCURRENCE	-	00,000
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100	
							MED EXP (Any one person)	\$ 5,00	
В	Y	Ν	NA117621701		2017-12-06	2018-12-06	PERSONAL & ADV INJURY		00,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		00,000
							PRODUCTS - COMP/OP AGG	<sub>\$</sub> 2,00	00,000
OTHER:							COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$	
ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
								\$	20.000
	. NI	N	EBU63474299		2017-12-06	2018-12-06	EACH OCCURRENCE	ų ·	00,000
	N		LB003474299		2017-12-00	2010-12-00	AGGREGATE	<b>v</b> .	50,000
DED RETENTION \$							PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE								\$	
OFFICER/MEMBER EXCLUDED?	N / A						E.L. EACH ACCIDENT		
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
DESCRIPTION OF OPERATIONS DEIDW								φ	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	le, may b	e attached if more	e space is require	ed)		
Division 15 NCDOT Contract ID DN11803659 Certificate holder is named additional insur named insured.	ed as	per p	policy terms, conditions, cov	verages	s, limits and e	xclusions as t	their interest may appear i	n opera	ations of the
				CAN					
NCDOT				SHO THE	EXPIRATION	I DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
252 Wahatar Drad				AUTHO	RIZED REPRESE	NTATIVE			
253 Webster Road				John I	lobley				
Sylva			NC 28779	1					

© 1988-2015 ACORD CORPORATION. All rights reserved.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

							0	6/18/	2018
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	VEL` SURA	y or Nce	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	id or alt	ER THE CO	VERAGE AFFORDED B	BY THE	POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	is an , cert	ADE ain p	DITIONAL INSURED, the olicies may require an er						
PRODUCER	seme	nt(s)			T Lockto	n Affinity	- LLC		
Lockton Affinity, LLC				NAME: PHONE	Ext): 800-30	=	Eav	913-6	52-7599
P. O. Box 879610				E-MAIL ADDRES			( v = ) · · · · )		
Kansas City, MO 64187-9610					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
				INSURE	RA:Sentinel	Insurance Con	pany		11000
INSURED RUSSELL ENTERPRISE LLC				INSURE	RB:				-
				INSURE					
350 WESTERMAN PL				INSURE					
SMITHFIELD, NC 27577				INSURE					
COVERAGES CEF	TIFIC		NUMBER:	INSURE	<u>хг.</u>		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equir Pert Polic	REMEI AIN, CIES,	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	of any Ed by T Been R	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	ст то	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	
OTHER:							COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$	
ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS AUTOS							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
							(Per accident)	s	
							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	s	
DED RETENTION \$								s	
A WORKERS COMPENSATION			37WBCAA6V1U		08/29/2017	08/29/2018	X PER OTH- STATUTE ER		
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$1,0	00,000
OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE	\$1,0	00,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A		) 101, Additional Remarks Schedu	ile, may be	e attached if mor	e space is requir	ed)		
Contract number DN11803659	v		,				-		
CERTIFICATE HOLDER				CANC	ELLATION				
			2483236						
NC DOT							ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E		
Division 14							Y PROVISIONS.		
253 Webster Rd				A					
Sylva, NC 28779					HETICO REPRESE	Hame	P		
				1	© 19	88-2014 AC	ORD CORPORATION.	All rial	nts reserved

The ACORD name and logo are registered marks of ACORD

ACO		IFICATE OF LI	AB		NSURAN	ICE	DATE (MM/DD/YY 06/26/18
RODUCER	Classic Insurance Services, Inc 2005 Ailor Ave. Knoxville, TN 37921			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR			
	-or- P.O. Box 5418 Knoxville, TN 37928			ALTER TH	IE COVERAGE A	FFORDED BY THE PO	LICIES BELOW.
	Phone : (865) 523-206	60 Fax : (865) 522-7772			INSURERS A		GE
URED				INSURER A: P	rogressive South	neastern Ins Co	
	Russell Enterprises L	LC		INSURER B:			
	350 Westerman Place			INSURER C:			
	Smithfield, NC 27577			INSURER D:			
				INSURER E:			
THE POLI ANY REQ MAY PER POLICIES	ICIES OF INSURANCE LISTED E UIREMENT, TERM OR CONDIT TAIN, THE INSURANCE AFFOR	ELOW HAVE BEEN ISSUED TO THE TON OF ANY CONTRACT OR OTHE DED BY THE POLICIES DESCRIBED MAY HAVE BEEN REDUCED BY PAIL	INSURE ER DOCI HEREIN CLAIMS	D NAMED ABOV JMENT WITH R I IS SUBJECT TO	YE FOR THE POLICY F ESPECT TO WHICH ALL THE TERMS, EX	PERIOD INDICATED NOTWI THIS CERTIFICATE MAY BE KCLUSIONS AND CONDITIC	THSTANDING ISSUED OR NS OF SUCH
२ १	TYPE OF INSURANCE	POLICY NUMBER		ICY EFFECTIVE TE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIM	
	NERAL LIABILITY	I GEIGT HOMBER				EACH OCCURRENCE	\$
	MMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire	\$
	CLAIMS MADE OCCR					MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
POL	ICY PRO- JECT LOC					PRODUCTS - COMP/OP AGO	G \$
	OBILE LIABILITY Y AUTO					COMBINED SINGLE LIMIT (Per accident)	\$ 750,000
	OWNED AUTOS	07798276-0	06	/25/2018	06/25/2019	BODILY INJURY (Per person)	\$
	ED AUTOS N-OWNED AUTOS			20/2010	00/20/2010	BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
GARAG	E LIABILITY					AUTO ONLY - EA ACCIDEN	г \$
`'NA 	Y AUTO					OTHER THAN EA ACC AUTO ONLY: AGC	
EXCES	S LIABILITY					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
	TENTION \$					WC STATU-	\$
EMPLO	ERS COMPENSATION AND YER'S LIABILITY					EL EACH ACCIDENT	
						EL DISEASE - EA EMPLOYE	F ¢
						EL DISEASE - POLICY LIMIT	
		07798276-0	06	/25/2018	06/25/2019	\$1,000 DEDUCTIBLE	
	OF OPERATIONS/LOCATIONS/V F350 1FT8W3BTXHEC733	EHICLES/EXCLUSIONS ADDED BY EN	IDORSE	MENT/SPECIAL F	PROVISIONS		
		DITIONAL INSURED; INSURER LETTER	र: i		-		
NC DOT-Division 14 253 Webster Rd. Sylva, NC 28779			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHA IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS REPRESENTATIVES.				
					REPRESENTATIVE	Temple Scry	Run .

CLASSIC INSURANCE PO BOX 5418 KNOXVILLE, TN 37928 1-865-523-2060



#### Policy number: 07798276-0

Underwritten by: Progressive Southeastern Ins Co June 25, 2018 Page 1 of 1

## **Certificate of Insurance**

#### **Certificate Holder**

RUSSELL ENTERPRISE LLC 350 WESTERMAN PLACE SMITHFIELD, NC 27577

Insured		
	· · · · · · · · · · · · · · · · · · ·	
RUSSELL	ENTERPRISE LLC	

350 WESTERMAN PLACE SMITHFIELD, NC 27577 Agent CLASSIC INSURANCE PO BOX 5418 KNOXVILLE, TN 37928

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 25, 2018	Policy Expiration Date: Jun 25, 2019
Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$750,000 Combined Single Limit
Combined UM/UIM BI	\$100,000 Combined Single Limit

### **Description of Location/Vehicles/Special Items**

#### Scheduled autos only

2017 FORD F350 1FT8W3BTXHEC73360 Uninsured Motorist Property Damage Comprehensive Collision

\$100,000 w/\$100 Ded \$1,000 Ded \$1,000 Ded

**Certificate number** 

17618A10276

Form 5241 (10/02)

CLASSIC INSURANCE PO BOX 5418 KNOXVILLE, TN 37928 1-865-523-2060



#### Policy number: 07798276-0

Underwritten by: Progressive Southeastern Ins Co June 25, 2018 Page 1 of 1

## **Certificate of Insurance**

#### **Certificate Holder**

NC DOT-DIVISION 14 253 WEBSTER RD SYLVA, NC 28779

Insured	Agent
RUSSELL ENTERPRISE LLC	CLASSIC INSURANCE
350 WESTERMAN PLACE	PO BOX 5418
SMITHFIELD, NC 27577	KNOXVILLE, TN 37928

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 25, 2018	Policy Expiration Date: Jun 25, 2019
Insurance coverage(s)	Limits
Bodily Injury/Property Damage	\$750,000 Combined Single Limit
Combined UM/UIM BI	\$100,000 Combined Single Limit

### **Description of Location/Vehicles/Special Items**

#### Scheduled autos only

2017 FORD F350 1FT8W3BTXHEC73360 Uninsured Motorist Property Damage Comprehensive Collision

\$100,000 w/\$100 Ded \$1,000 Ded \$1,000 Ded

Reference #: DN11803659

#### **Certificate number**

17618A10276

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (10/02)