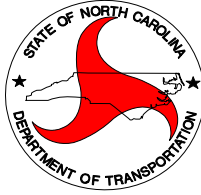


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FIVE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBERS: Various

ROUTE: Various

CONTRACT: D5POC006

COUNTY: Durham, Franklin, Granville, Person, Vance, Wake and Warren

DESCRIPTION: Annual Needs for Seeding and Mulching Work

BID OPENING: 2:00 p.m., Wednesday, March 11, 2015

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

DIVISION ENGINEER

ATTENTION: Michael J. Kneis, PE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

2612 NORTH DUKE STREET

DURHAM, NC 27704

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PURCHASE ORDER CONTRACT BID FORM
EXECUTION OF BID AND NON COLLUSION AFFIDAVIT

INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification 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.
 - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION FIVE ENGINEER'S OFFICE AT 2612 North Duke Street Durham, NC 27704 BY 2:00 p.m., on Wednesday, March 11, 2015.**
11. The sealed bid must display the following statement on the front of the sealed envelope:
**Quotation for Annual Needs for Miscellaneous Seeding and Mulching in Division
Five to be opened at 2:00 p.m., on Wednesday, March 11, 2015.**
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Division Engineer
North Carolina Department of Transportation
ATTENTION: Michael J. Kneis, PE
2612 North Duke Street
Durham, NC 27704**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-10) of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for annual needs for miscellaneous seeding and mulching work in Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties. The Contractor will also be responsible for matting, repair seeding and traffic control as directed by the Engineer.

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 Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation 2012 Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), with the exception that bid bonds are *not* required.

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

The quantities stated in the Bid Form are estimates and are not guaranteed.

This contract shall be bid by certified small business contractors only who are prequalified for the type of work they wish to perform.

SMALL BUSINESS ENTERPRISE PROGRAM

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/>. SBE contracts are limited to \$500,000 per year.

CONTRACT TIME

The date of availability for this project is April 15, 2015. The Contractor may **NOT** begin work prior to this date. If the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is April 14, 2016 or at the limit of \$500,000 dollars per year. The Contractor shall submit a bid for one year.

TERM OF THE CONTRACT

The Contractor shall submit a 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 years total.

The year for the renewal periods shall begin April 15 and end April 14 of the following year. 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 by February 15 if the contract may be extended. The Contractor must notify the Engineer in writing by March 1 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

NON—EXCLUSIVE CONTRACT

The Department may, as it deems to be in the best interest of the State and the Department of Transportation, execute more than one contract based on this proposal. The Contractor(s) understands and agrees, by signature on the Purchase Order Contract Bid Form, that this agreement **does not** constitute an exclusive contract. If awarded, the contracts will be executed with the lowest responsible bidders. The Department of Transportation reserves the right to make multiple awards for the services provided by this contract. Furthermore, the Department reserves the right to reject all bids received.

INTERMEDIATE CONTRACT TIME (1) AND LIQUIDATED DAMAGES

The Contractor, as directed by the Engineer, shall perform seeding operations for stabilization. Stabilization shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality and contained elsewhere in this proposal.

The Contractor shall begin **stabilization seeding** work within two (2) calendar days from the date of notification and shall pursue the work diligently. The Contractor shall complete the work within the days advised by the Engineer on the date of notification. The Contractor will be notified of work needed at the various locations by the Division Roadside Environmental Engineer or their representative by telephone, fax or email.

Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day for each calendar day the Contractor fails to begin beyond the two (2) calendar days from notification.

Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day for each calendar day the Contractor fails to complete the work beyond the advised completion date.

INTERMEDIATE CONTRACT TIME (2) AND LIQUIDATED DAMAGES

The Contractor, as directed by the Engineer, shall perform seeding operations for turf maintenance.

The time of availability for this intermediate contract time will be the **day** that the Contractor receives notification to perform the work.

The completion time for this intermediate contract time will be **14 calendar days** after the time of availability.

Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day for each calendar day the Contractor fails to complete the work beyond the agreed upon completion date.

INTERMEDIATE CONTRACT TIME NUMBER (3) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not close or narrow a lane of traffic on ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES** during the following time restrictions or as directed by the Engineer:

ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic or shoulder on **ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES**, 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:

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 **12 p.m.** December 31st and **9 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **12 p.m.** Thursday and **9 a.m.** Monday.
4. For **Memorial Day**, between the hours of **12 p.m.** Friday and **9 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **12 p.m.** the day before Independence Day and **9 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4 p.m.** the Thursday before Independence Day and **9 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **12 p.m.** Friday and **9 a.m.** Tuesday.

7. For **Thanksgiving Day**, between the hours of **12 p.m.** Tuesday and **9 a.m.** Monday.
8. For **Christmas**, between the hours of **12 p.m.** the Friday before the week of Christmas Day and **9 a.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

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

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

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

If NCDOT elects to provide work zone traffic control through the use of their own forces or with the use of Contract forces, the seeding work should not prevent the NCDOT and/or their Contractor from removing the lane closures. Liquidated damages will be assessed if the seeding operation prevents the NCDOT and/or their Contractor from clearing the lanes and placing traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen minutes or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER (4) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not **close or narrow a lane of traffic on INTERSTATE FACILITIES** during the following time restrictions or as directed by the Engineer:

INTERSTATE FACILITIES

MONDAY THRU SUNDAY 6:00 A.M. TO 9:00 P.M.

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall not **close or narrow a shoulder on INTERSTATE FACILITIES** during the following time restrictions:

INTERSTATE FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not close or narrow a single lane of traffic or a shoulder on TOLL FACILITIES** during the following time restrictions or as directed by the Engineer:

TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic on **INTERSTATE AND TOLL FACILITIES** 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 **6:00 a.m.** December 31st and **7:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **7:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **7:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **7:00 p.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **7:00 p.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **7:00 p.m.** Monday.

8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

Holidays and holiday weekends shall include New Years, 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 above.

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.

If NCDOT elects to provide work zone traffic control through the use of their own forces or with the use of Contract forces, the seeding work should not prevent the NCDOT and/or their Contractor from removing the lane closures. Liquidated damages will be assessed if the seeding operation prevents the NCDOT and/or their Contractor from clearing the lanes and placing traffic in the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **fifteen** minutes or portion thereof.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 5, Division of Highways, North Carolina Department of Transportation, acting directly or 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. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic 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 and stop/slow paddles.

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).

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 Subarticle 108-7 of the Standard Specifications.

The Contractor's vehicles and 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, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

Payment will be made for the signing and traffic control item(s) that have been included in the contract. No direct payment will be made for providing other signing and traffic control item(s), as the cost of same will be considered incidental to the work being paid for under those various signing and traffic control item(s) that have been included unless stated otherwise.

SAFETY VESTS

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

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's vehicles and 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, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

CONTRACT PAYMENT AND PERFORMANCE BOND

Due to the nature of this project, no performance or payments bonds will be required.

LIABILITY INSURANCE

The Contractor shall provide liability insurance conforming to the requirements of Article of 107-15 of the Standard Specifications.

WORKERS' COMPENSATION INSURANCE

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.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers

Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

PAYMENT AND RETAINAGE

The Contractor may submit requests for partial payments on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Division Roadside Environmental Engineer's Office.

**Division Roadside Environmental Engineer
N.C. Department of Transportation
1513 Mail Service Center (Mail)
200 Roscoe Trail (Delivery)
Raleigh, NC 27607**

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less the legal limit. Do not exceed the posted weight limits

in transporting material and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and adjust accordingly. At the Engineer's discretion haul routes may be changed if excessive damage occurs to the routes while operations are in place.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

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

RG184

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”.

Special Provisions

NOTIFICATION OF WORK

The NCDOT will notify the Contractor of each location on the state highway system where seeding work is to be performed. The Contractor will be notified of work needed at the various locations by the Engineer or his representative by telephone, fax or e-mail.

The contractor shall only perform seeding work as directed by the Engineer.

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 frequency to be determined by the engineer.

MOBILIZATION

When the NCDOT mobilizes the Contractor to a site that includes 5,000 square feet or less of seeding and mulching work, payment shall be made for mobilization. Any site that includes more than 5,000 square feet of seeding and mulching work, will NOT qualify for mobilization payment.

Payment will be made under:

Mobilization Ea

TOLL FACILITY REIMBURSEMENT

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

TOLL TRAFFIC COORDINATION

The Contractor shall notify the NCTA and the Traffic Management Center (TMC) at least 24 hours in advance of any traffic control installation activities. The TMC can be notified by phone at 919-825-2700, or by email at ncta_tmc@ncdot.gov. The Contractor shall also contact the TMC with any updates or changes to traffic control during activities, including completion of work. The Contractor shall also keep the Freeway Program Manager notified at all activities on the toll facilities. The Freeway Program Manager can be reached at 919-825-2639.

NO MAJOR CONTRACT ITEMS

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

104

SP1 G31

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

NO SPECIALTY ITEMS

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

STABILIZATION REQUIREMENTS

(11-4-11)

S-1

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

SEEDING AND MULCHING

DESCRIPTION

The work covered by this section consists of preparing seedbeds; furnishing, placing, and covering limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; mowing; and other operations necessary for the permanent establishment of grasses and legumes from seed on shoulders, slopes, ditches, or other roadside areas; all in accordance with these specifications.

Seeding and mulching shall be performed on all earth areas disturbed by construction and on portions of areas seeded under previous contracts where in the opinion of the Engineer there is unsatisfactory vegetative cover.

The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses or legumes.

In all operations covered by this section, care shall be taken to preserve the required line, grade, and cross section of the area treated.

MATERIALS

All materials shall meet the requirements of Division 10 shown below:

Fertilizer.....	Article 1060-2
Limestone.....	Article 1060-3
Seed.....	Article 1060-4
Mulch for erosion control	Article 1060-5

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone shall be as stated below (**in pounds per acre**) unless otherwise directed by the Engineer.

March 1 – August 31

50#	Tall Fescue
5 #	Centipede
25#	Bermudagrass (hulled)
500#	Fertilizer
4000#	Limestone

September 1 – February 28

50#	Tall Fescue
5 #	Centipede
35#	Bermudagrass (un-hulled)
500#	Fertilizer
4000#	Limestone

Slopes Steeper Than 2:1 and Waste and Borrow Locations:

January 1 – December 31

75#	Tall Fescue
35#	Bermudagrass (un-hulled)
500#	Fertilizer
4000#	Limestone

Add 30 lbs. of Sericea Lespedeza on cut and fill slopes steeper than 2:1 January 1 – December 31

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

COORDINATION WITH GRADING OPERATIONS

The work of seeding and mulching shall be performed on a section by section basis immediately upon completion of earthwork sections in accordance with the provisions of Article 225-2. No exception will be made to this requirement unless otherwise permitted in writing by the Engineer or by the special provisions.

SEEDBED PREPARATION

The Contractor shall cut and satisfactorily dispose of weeds or other unacceptable growth on the areas to be seeded. Uneven and rough areas outside of the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities which cannot be obliterated by normal seedbed preparation operations, shall be shaped and smoothed as directed by the Engineer to provide for more effective seeding and for ease of subsequent mowing operations.

The soil shall then be scarified or otherwise loosened to a depth of not less than 5 inches except as otherwise provided below or otherwise directed by the Engineer. Clods shall be broken and the top 2 to 3 inches of soil shall be worked into an acceptable seedbed by the use of soil pulverizers, drags, or harrows; or by other methods approved by the Engineer. All rock and debris 3 inches or larger shall be removed on median, shoulder, and ditch cut or fill slopes which are 3:1 or flatter, prior to the application of seed and fertilizer.

On cut slopes that are 2:1 and steeper, both the depth of preparation and the degree of smoothness of the seedbed may be reduced as permitted by the Engineer, but in all cases the slope surface shall be scarified, grooved, trenched, or punctured so as to provide pockets, ridges, or trenches in which the seeding materials can lodge. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE REQUIRED SEED BED. IT MAY ALSO BE NECESSARY TO SEED THESE SECTIONS WITH A HYDRO-SEEDER.

On cut slopes that are either 2:1 or steeper, the Engineer may permit the preparation of a partial or complete seedbed during the grading of the slope. If at the time of seeding and mulching operations such preparation is still in a condition acceptable to the Engineer, additional seedbed preparation may be reduced or eliminated.

Seedbed preparation within 2 feet of the edge of any pavement shall be limited to a depth of 2 to 3 inches.

The preparation of seedbeds shall not be done when the soil is frozen, extremely wet, or when the Engineer determines that it is an otherwise unfavorable working condition.

APPLYING AND COVERING LIMESTONE, FERTILIZER, AND SEED

(A) General:

Equipment to be used for the application, covering, or compaction of limestone, fertilizer, and seed shall have been approved by the Engineer before being used on the project. Approval may be revoked at any time if equipment is not maintained in satisfactory working condition, or if the equipment operation damages the seed.

Limestone, fertilizer, and seed shall be applied within 24 hours after completion of seedbed preparation unless otherwise permitted by the Engineer, but no limestone or fertilizer shall be distributed and no seed shall be sown when the Engineer determines that weather and soil conditions are unfavorable for such operations.

During the application of fertilizer, adequate precautions shall be taken to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances. The Contractor shall either provide adequate covering or change methods of application as required to avoid such damage. When such damage occurs the Contractor shall repair it, including any cleaning that may be necessary.

(B) Limestone and Fertilizer:

Limestone may be applied as a part of the seedbed preparation, provided it is immediately worked into the soil. If not so applied, limestone and fertilizer shall be distributed uniformly over the prepared seedbed at the specified rate of application and then harrowed, raked, or otherwise thoroughly worked or mixed into the seedbed.

If liquid fertilizer is used, storage containers for the liquid fertilizer shall be located on the project and shall be equipped for agitation of the liquid prior to its use. The storage containers shall be equipped with approved measuring or metering devices which will enable the Engineer to record at any time the amount of liquid that has been removed from the container. Application equipment for liquid fertilizer, other than a hydraulic seeder, shall be calibrated to ensure that the required rate of fertilizer is applied uniformly.

(C) Seed:

Seed shall be distributed uniformly over the seedbed at the required rate of application, and immediately harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil. The depth of covering shall be as directed by the Engineer. If 2 kinds of seed are to be used which require different depths of covering, they shall be sown separately.

When a combination seed and fertilizer drill is used, fertilizer may be drilled in with the seed after limestone has been applied and worked into the soil. If 2 kinds of seed are being used which require different depth of covering, the seeding requiring the lighter covering may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.

When a hydraulic seeder is used for application of seed and fertilizer, the seed shall not remain in water containing fertilizer for more than 30 minutes prior to application unless otherwise permitted by the Engineer.

Immediately after seed has been properly covered the seedbed shall be compacted in the manner and degree approved by the Engineer.

(D) Modifications:

When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Engineer may direct or permit that modifications be made in the above requirements which pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed.

Such modifications may include but not be limited to the following:

1. The incorporation of limestone into the seedbed may be omitted on (a) cut slopes steeper than 2:1 (b) on 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or (c) on areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.
2. The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.
3. Compaction after seeding may be reduced or eliminated on slopes 2:1 or steeper, on rocky surfaces, or on other areas where soil conditions would make compaction undesirable.

4. Use of a hydro seeder may be necessary on areas where slopes will not allow traditional seeding equipment (i.e. tractors). Contractor will be responsible for seeding and mulching all exposed areas as directed by Engineer.

It is mandatory that contractor have a hydro-seeder readily available for use in wet conditions and on potential steep slopes.

MULCHING

(A) General:

All seeded areas shall be mulched unless otherwise indicated in the special provisions or directed by the Engineer.

Grain straw may be used as mulch at any time of the year. If permission to use material other than grain straw is requested by the Contractor and the use of such material is approved by the Engineer, the seasonal limitations, the methods and rates of application, the type of binding material, or other conditions governing the use of such material will be established by the Engineer at the time of approval. **Hydro Mulch will not be acceptable as an alternative mulching material.**

The Contractor shall take necessary precautions to avoid using grain straw contaminated with fire ants, witchweed or other noxious pests. Grain straw supplied from a quarantined county should be inspected and certified by the Department of Agriculture that it is free of noxious pests. To obtain a list of quarantined counties please review the web address <http://www.ncagr.com/plantind/plant/entomol/ifamap.htm>

(B) Applying Mulch:

Mulch shall be applied within 24 hours after completion of seeding unless otherwise permitted by the Engineer. Care shall be exercised to prevent displacement of soil or seed or other damage to the seeded area during the mulching operations.

Mulch shall be uniformly spread by hand or by approved mechanical spreaders or blowers which will provide an acceptable application. An acceptable application will be that which will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.

(C) Holding Mulch:

Mulch shall be held in place by applying a sufficient amount of asphalt or other approved binding material to assure that the mulch is properly held in place. The rate and method of application of binding material shall meet the approval of the Engineer. Where the binding material is not applied directly with the mulch it shall be applied immediately following the mulch application.

During the application of asphalt binding material, or other approved binding materials which may cause damage, adequate precautions shall be taken to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances. The Contractor shall either provide adequate covering or change methods of application as required to avoid such damage. When such damage occurs the Contractor shall repair it, including any cleaning that may be necessary.

The Contractor shall take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind, water, or other causes and shall promptly remove any blockage to drainage facilities which may occur.

METHOD OF MEASUREMENT

(A) Seeding and Mulching:

The quantity of seeding and mulching to be paid for will be the actual number of acres of seeding and mulching, measured along the surface of the ground, which has been completed and accepted.

BASIS OF PAYMENT

(A) Seeding and Mulching:

The quantity of seeding and mulching, measured as provided in Subarticle 1660-8(A), will be paid for at the contract unit price per acre for "Seeding and Mulching."

(C) Limestone and Fertilizer:

No direct payment will be made for furnishing and applying the limestone and fertilizer as such work and materials will be considered to be incidental to be the work covered by "Seeding and Mulching".

(D) Compensation:

Where seeding and mulching has been damaged or has failed to establish a satisfactory stand of grasses or legumes, the areas of damage or failure shall be corrected and the Contractor will be compensated for the work of correction.

Where correction can be made without extensive seedbed preparation, the work will be paid for as provided in Article 1661-6 for "Seed for Repair Seeding" and "Fertilizer for Repair Seeding".

As an exception to the above, the Contractor shall repair, at no cost to the Department, any damage to earthwork or seeded and mulched areas which is due to carelessness or neglect on the part of the Contractor.

The above prices and payments will be full compensation for all work covered by this section including but not limited to furnishing all limestone, fertilizer, seed, mulch, asphalt, and other materials; cleanup of vegetation, stone, and other debris prior to seedbed preparation and mulching; seedbed preparation; applying and covering limestone, fertilizer, and seed; applying mulch; holding mulch; maintenance; and mowing.

(E) Pay Items:

Payment will be made under:

Pay Item	Pay Unit
Seeding and Mulching 0-2 acres	Acre
Seeding and Mulching >2 acres	Acre
Seeding and Mulching with Hydroseeder 0-2 acres	Acre
Seeding and Mulching with Hydroseeder >2 acres	Acre

REPAIR SEEDING

DESCRIPTION

The work covered by this section consists of repairing areas which have been previously seeded and mulched in accordance with Section 1660 but which have been damaged or have failed to successfully establish a stand of grasses or legumes. The work covered by this section shall not include repair seeding made necessary by negligence on the part of the Contractor as described in Article 1660-7, nor shall it include repairs to temporary seeding constructed in accordance with Section 1620.

Where correction of damage or failure can be made without extensive seedbed preparation, the area shall be repaired in accordance with this section.

Where correction will require extensive seedbed preparation, or where earthwork repairs or complete reshaping are necessary, the area shall be repaired in accordance with Section 1660.

The work of repair seeding shall include minor seedbed preparation when directed by the Engineer; the furnishing, placing, and covering of fertilizer and seed; and the furnishing and placing of mulch is required; all in accordance with these specifications.

The repair seeding shall be done promptly at the locations and times directed by the Engineer.

The quantity of seed or fertilizer to be used will be affected by the actual conditions which occur during the construction of the project. The quantity of seed or fertilizer may be increased, decreased, or eliminated entirely at the discretion of the Engineer. Such variation in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

MATERIALS

All materials shall meet the requirements of Division 10 shown below:

Fertilizer.....	Article 1060-2
Seed.....	Article 1060-4
Mulch for erosion control	Article 1060-5

The analysis of fertilizer and the kinds of seed shall be same as those in indicated previously.

SEEDBED PREPARATION

Seedbed preparation will be required unless otherwise permitted by the Engineer.

A seedbed preparation as extensive as that performed for the original seeding and mulching will not be required. The degree of preparation shall be sufficient to retain the seed against displacement by wind, rain, or surface runoff, and shall be acceptable to the Engineer. The acceptable degree of seedbed preparation will depend on the location, soil conditions, and drainage conditions at the site.

APPLICATION OF FERTILIZER, SEED AND MULCH

The analysis of fertilizer, the kinds of seed, and the rates of application of seed and fertilizer shall be the same as specified in the project special provision for seeding and mulching, unless otherwise directed by the Engineer, but in no case will the total rate of seed and fertilizer vary more or less than 25 percent of that specified for seeding and mulching.

No fertilizer shall be distributed and no seed shall be sown when the Engineer determines that conditions are unfavorable for such operations.

Fertilizer and seed shall be covered and mulch held in place in a manner acceptable to the Engineer. Covering shall be such that it will prevent displacement by wind, rain, or surface runoff except that covering may be eliminated when directed by the Engineer.

The provisions of Article 1660-5 will be applicable to the approval of equipment; the use of liquid fertilizer; and the protection of traffic, structures, guardrails, traffic control devices, and other appurtenances.

METHOD OF MEASUREMENT

(A) Seed:

The quantity of seed to be paid for will be the actual number of pounds of seed which have been applied in accordance with these specifications. The weight of seed will be determined by bag count of standard weight bags or by weighing the seed on certified platform scales or other certified weighing devices.

(B) Fertilizer:

The quantity of fertilizer to be paid for will be the actual number of tons of fertilizer which have been applied in accordance with these specifications.

The weight of dry fertilizer will be determined by bag count of standard weight bags, or by weighing the fertilizer in trucks on certified platform scales or other certified weighing devices.

The weight of liquid fertilizer will be the equivalent weight in tons of dry fertilizer.

BASIS OF PAYMENT

(A) Seed.

The quantity of seed, measured as provided in Subarticle 1661-5 will be paid for at the contract unit price per pound for "Seed and Repair Seeding."

(B) Fertilizer:

The quantity of fertilizer, measured as provided in Subarticle 1661-5, will be paid for at the contract unit price per pound for "Fertilizer for Repair Seeding."

(C) Mulch:

No direct payment will be made for furnishing and applying mulch and all materials used to hold mulch in place, as such work and materials will be considered to be incidental to the work covered by "Seed for Repair Seeding."

(D) Compensation:

The above prices and payments will be full compensation for all work covered by this section including but not limited to furnishing all fertilizer, seed, mulch, asphalt, and other materials; seedbed preparation; applying and covering fertilizer and seed; and applying and holding mulch, if required.

(E) Pay Items:

Payment will be made under:

Pay Item	Pay Unit
Seed for Repair Seeding	Pound
Fertilizer for Repair Seeding	Pound

EROSION CONTROL MATTING

The Department shall identify and delineate areas in which to install ditch matting. Ditch Matting for this contract shall consist of excelsior matting.

DESCRIPTION

The work covered by this section consists of furnishing, placing, and maintaining a ditch liner and/or erosion control blanket of matting for erosion control on previously shaped and seeded drainage ditches, slopes, or other areas at locations shown on the plans or in the special provisions, or as directed by the Engineer.

The quantity of matting to be placed will be affected by the actual conditions which occur during the construction of the project. The quantity of matting may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

MATERIALS

All materials shall meet the requirements of Division 10 shown below:

Matting for Erosion Control Article 1060-8

CONSTRUCTION METHODS

(B) Excelsior Matting:

Excelsior matting shall consist of a machine produced mat of curled wood excelsior a minimum of 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80 percent of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with an extruded plastic mesh. The mesh size for the plastic mesh shall be a maximum of 1" x 1".

(C) Wire Staples:

Staples shall be machine made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

(D) Placing Matting:

Placing of matting shall be done immediately following seeding. The earth surface shall be smooth and free from stones, clods, or debris which will prevent the contact of the matting

with the soil. Care shall be taken to preserve the required line, grade, and cross section of the area covered.

Matting shall be unrolled in the direction of the flow of water, and shall be applied without stretching so that it will lie smoothly but loosely on the soil surface. The up-channel or top of slope end of each piece of matting shall be buried in a narrow trench at least 5 inches deep and tamped firmly. After the end of the matting is buried, the trench shall be closed and tamped firmly. Where one roll of matting ends and a second-roll begins, the end of the upper roll shall be brought over the buried end of the second roll so that there will be a 6 inch overlap. Check slots shall be constructed at each 50 feet longitudinally in the matting or as directed by the Engineer. These slots shall be narrow trenches at least 12 inches deep. The matting shall be folded over and buried to the full depth of the trench, after which the trench shall be closed and firmly tamped. Where 2 or more widths of matting are laid side by side, the overlap shall be at least 4 inches.

Staples shall be placed across matting at ends, junctions, check slots and shall be spaced approximately 10 inches apart.

Staples shall be placed along the outer edges and down the center of each strip of matting and shall be spaced 3 feet apart. Staples shall also be placed along all lapped edges 2 to 3 inches apart. When excelsior or straw matting is used, the matting shall be installed with the fabric on the top side.

In the installation of erosion control matting on cut or fill slopes the Engineer may require adjustments in the trenching or stapling requirements to fit individual slope conditions.

METHOD OF MEASUREMENT

The quantity of matting for erosion control to be paid for will be the number of square yards, measured along the surface of the ground, over which matting has been acceptably placed.

BASIS OF PAYMENT

The quantity of matting for erosion control, measured as provided in Article 1631-4, will be paid for at the contract unit price per square yard for "Matting for Erosion Control"

The above prices and payments will be full compensation for all work covered by this section, including but not limited to furnishing all synthetic roving, asphalt, matting, staples, and any other materials; excavation and backfilling; placing synthetic roving; applying asphaltic material; placing and securing matting; and maintaining the drainage ditch.

Payment will be made under:

Pay Item	Pay Unit
Matting for Erosion Control	Square Yard

PERMANENT SOIL REINFORCEMENT MAT

Description

This work consists of furnishing and placing *Permanent Soil Reinforcement Mat*, of the type specified, over previously prepared areas as directed.

Materials

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method		Value	Unit
Light Penetration	ASTM	D6567	9	%
Thickness	ASTM	D6525	0.40	in
Mass Per Unit Area	ASTM	D6566	0.55	lb/sy
Tensile Strength	ASTM	D6818	385	lb/ft
Elongation (Maximum)	ASTM	D6818	49	%
Resiliency	ASTM	D1777	>70	%
UV Stability *	ASTM	D4355	>80	%
Porosity (Permanent Net)	ECTCGuidelines		>85	%
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test		>8.0	lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test		>16.0	ft/s

*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

Construction Methods

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

Measurement and Payment

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat

is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance.

Payment will be made under:

Pay Item

Permanent Soil Reinforcement Mat

Pay Unit

Square Yard

LIMING, FERTILIZING, AND SEEDING

The contractor shall complete the task of applying lime, fertilizer, and seed for the permanent establishment of grasses in the locations as directed by the engineer.

Pelletized lime shall be applied at a rate of 1000 lbs per acre by a tractor-attached or tractor-drawn drop spreader of sufficient width and capacity, to apply large quantities of materials in a proper and efficient manner.

Fertilizer with an analysis of 18-9-9 shall be applied at a rate of 300 lbs per acre when seeding Bermuda. Fertilizer with an analysis of 8-8-24 with 50% slow release nitrogen and 3% iron shall be applied at a rate of 200 lbs per acre when seeding Centipede. Fertilizer may be applied with broadcast spreaders in all areas, except 8 ft adjacent to the roadway. Fertilizer shall be applied to the area 8 ft adjacent to the roadway, by other means to avoid hazardous conditions on roadway.

Seeding shall be uniformly applied at the specified rate of 50 lbs per acre for Bermuda or 10 lbs per acre for Centipede by minimum tillage equipment, consisting of a no-till drill used for incorporating seed into the soil. The no-till drill shall consist of front mount wavy coulter assembly, double disc openings and press/packers wheels. The no till drill shall be a width of (5' to 6') five to six feet. Maximum spacing of double disc shall be (8") eight inches and the unit shall be of sufficient weight to penetrate roadside soils. Seeder shall accurately distribute evenly on slopes. Unit shall place seed in the furrow between the double disc openers at a maximum depth of 1/4 to 1/2 inch and sufficiently close seed furrow. Coulter size shall be a wavy blade design with a minimum of (15") fifteen inches in diameter by 5/16" in thickness. The unit shall include adjustable springs for the double disc openers with a downward tension range of 0 to 160 pounds per row.

Contractor shall apply lime and fertilizer prior to beginning seeding application.

Seed bags shall only be opened in the presence of and under the supervision of the inspector. All seed from opened seed containers shall be installed in the same working day.

The kind of seed shall be as stated below unless otherwise directed by the Engineer.

March 1 – August 31

Bermudagrass (hulled)
or
Centipede

September 1 – February 28

Bermudagrass (unhulled)
Or
Centipede

Slopes Steeper Than 2:1 and Waste and Borrow Locations:

January 1 – December 31

Bermudagrass (unhulled)
Or
Centipede

Liming, Fertilizing, and Seeding: Will be measured and paid for as the actual number of acres seeded, measured along the surface of the ground, which has been completed and accepted.

Payment will be made under:

Pay Item	Pay Unit
Liming, Fertilizing, and Seeding	Acre

FERTILIZER TOPDRESSING

Fertilizer Topdressing shall be performed in locations as identified by the Engineer. In those areas identified, the Contractor shall furnish and uniformly distribute fertilizer as topdressing to areas on which seeding and mulching have been completed and a vegetative cover is established.

Fertilizer used for topdressing shall be an analysis of 18-9-9 shall be applied at a rate of 300 lbs per acre when seeding Bermuda. Fertilizer used for topdressing shall be an analysis of 8-8-24 with 50% slow release nitrogen and 3% iron shall be applied at a rate of 200 lbs per acre when seeding Centipede. Upon direction of the Engineer, a different analysis of fertilizer may be used depending on the existing vegetative cover and soil conditions. The Department may select from common and available fertilizers such as 20-10-10, 8-8-24 and 8-0-24 upon review of soil analysis.

The Contractor may use broadcast spreaders to apply fertilizer to turf areas except for area 8 feet adjacent to roadway. Fertilizer shall be applied to the area 8 ft adjacent to the roadway, by other means to avoid hazardous conditions on roadway.

Payment will be made under:

Pay Item	Pay Unit
Fertilizer Topdressing	Pounds

LIME

Lime application shall be performed in the locations as identified by the Engineer. In those areas identified, the Contractor shall furnish and uniformly distribute pelletized lime to areas on which seeding and mulching have been completed and a vegetative cover is established.

Pelletized lime shall be applied at the rate of 1000 pounds per acre (25 lbs. per 1000 sf.) or as directed by the Engineer.

Contractor may use broadcast spreaders to apply lime to turf areas except for area 8 feet adjacent to roadway. Fertilizer shall be applied to the area 8 ft adjacent to the roadway, by other means to avoid hazardous conditions on roadway.

Payment will be made under:

Pay Item	Pay Unit
Lime Application	Tons

EQUIPMENT

All application equipment and their uses shall be approved by the Engineer prior to beginning work.

All equipment shall be calibrated in the presence of the inspector prior to beginning work.

TRAFFIC CONTROL

The Contractor shall maintain traffic, provide traffic control and conduct all phases of his work in accordance with Section 1101 of the Standard Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the North Carolina Supplement to the MUTCD and per direction of the Engineer.

The Contractor shall begin removal of the traffic control items upon notification of the Engineer.

Work zone traffic control may be provided by NCDOT, as directed by the Engineer.

Payment for traffic control items shall include all cones, drums, signing, changeable message signs, flashing arrow boards, truck mounted impact attenuators, flaggers and incidentals included to install, shift and remove the lane closure as shown in Roadway Standard Drawing 1101.02 Sheets 1 thru 15 and shoulder closure as shown in Roadway Standard Drawing 1101.04 Sheet 1 of 1.

If a lane or shoulder closure is not required work zone traffic control signing shall be considered incidental to the seeding operations and no direct payment will be made for the signs.

Lane closure pay items will be measured and paid for in units of each per site where the Contractor has installed traffic control. The nature of the work is such that the traffic control may be required to setup multiple sites within a workday. Multiple seeding sites along the same route will be considered one site.

Payment will be made under:

Pay Item	Pay Unit
Lane Closure, Two Lane, Two Way Facility	Each
Lane Closure, Undivided Multi-Lane Facility	Each
Lane Closure, Divided Multi-Lane Facility	Each
Shoulder Closure with Crash Truck	Each
Shoulder Closure without Crash Truck	Each

STANDARD SPECIAL PROVISION

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: $W = LD\sqrt{P} + 148,000$

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”.

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.

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.

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.

AWARD LIMITS ON MULTIPLE PROJECTS (PAPER BIDS):

(4-9-13)

103-4(B)

SPD 25-200

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Department will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department.

**Signature of Authorized Person

**Only those persons authorized to sign bids in accordance with Subarticle 102-8(A)(8) of the *2012 Standard Specifications* shall be authorized to sign this form.

**North Carolina Department of Transportation
PURCHASE ORDER CONTRACT BID FORM**

Work Order: VARIOUS
Description: ANNUAL NEEDS
County: PERSON AND DURHAM

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	SEEDING AND MULCHING 0-2 ACRES	10	AC		
2	SP	SEEDING AND MULCHING >2 ACRES	30	AC		
3	SP	SEEDING AND MULCHING WITH HYDROSEEDER 0-2 ACRES	10	AC		
4	SP	SEEDING AND MULCHING WITH HYDROSEEDER >2 ACRES	30	AC		
5	SP	SEED FOR REPAIR SEEDING	150	LB		
6	SP	FERTILIZER FOR REPAIR SEEDING	750	LB		
7	SP	MATting FOR EROSION CONTROL	30000	SY		
8	SP	PERMANENT SOIL REINFORCEMENT MAT	2500	SY		
9	SP	LIMING, FERTILIZING, AND SEEDING	60	AC		
10	SP	FERTILIZER TOPDRESSING	50000	LB		
11	SP	LIME APPLICATION	30	TON		
12	SP	LANE CLOSURE, TWO LANE, TWO WAY FACILITY	5	EA		
13	SP	LANE CLOSURE, UNDIVIDED MULTI-LANE FACILITY	2	EA		
14	SP	LANE CLOSURE, DIVIDED MULTI-LANE FACILITY	1	EA		
15	SP	SHOULDER CLOSURE WITH CRASH TRUCK	5	EA		
16	SP	SHOULDER CLOSURE WITHOUT CRASH TRUCK	5	EA		
17	SP	MOBILIZATION	25	EA		

TOTAL BID FOR PROJECT: _____

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 _____

Secretary/Assistant Secretary
Select appropriate title

By _____

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
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

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

DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.

Execution of Contract

Contract No: Seeding and Mulching

County: Durham, Franklin, Granville, Person, Vance, Warren and Wake

ACCEPTED BY THE **DEPARTMENT**

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Project Manager/Contract Officer

Date