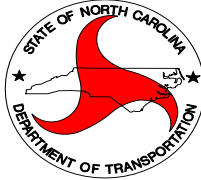


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION ONE      ROADSIDE ENVIRONMENTAL

# CONTRACT PROPOSAL

**COUNTIES: BERTIE, CAMDEN, CHOWAN, CURRITUCK, DARE, HERTFORD,  
HYDE, GATES, MARTIN, NORTHAMPTON, PASQUOTANK,  
PERQUIMANS, TYRRELL, AND WASHINGTON**

**CONTRACT NO.: 1126274**

**WBS ELEMENT: 1.100813, 1.101513, 1.102113, 1.102713, 1.102813, 1.103713,  
1.104613, 1.104813, 1.105813, 1.106613, 1.107013, 1.107213,  
1.108913, 1.109413**

**DESCRIPTION: HIGHWAY SWEEPING IN DIVISION ONE**

**DATE: JUNE 6, 2013**

**BID OPENING: JUNE 26, 2013**

**NOTICE:**

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

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NAME OF BIDDER

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ADDRESS OF BIDDER

**RETURN BIDS TO:      NC DEPARTMENT OF TRANSPORTATION  
Barry Hobbs  
Division Project Manager  
North Carolina Department of Transportation  
113 Airport Drive Suite 100  
Edenton, NC 27932**

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## **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **\*\*\*Unit prices must be limited to TWO decimal places\*\*\***
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIV. ONE OFFICE, 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON, WEDNESDAY, JUNE 26, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR 1126274 – FOR HIGHWAY SWEEPING IN DIVISION ONE, TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, JUNE 26, 2013**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION**

**Attn: Barry Hobbs, PE**

**113 Airport Drive, Suite 100**

**Edenton, NC 27932**

**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 section 102-10) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder 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.

# STANDARD PROVISIONS

## GENERAL

This project is for the work of sweeping on the State Highway System in Bertie, Camden, Chowan, Currituck, Dare, Hertford, Hyde, Gates, Martin, Northampton, Pasquotank, Perquimans, Tyrrell, and Washington Counties.

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 Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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.

## PURCHASE ORDER CONTRACT PREQUALIFICATION

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website: <http://www.ncdot.org/business/howtogetstarted/>

## BIDS

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1.2 million, the bid will not be considered for award.

## AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2012.

## **CONTRACT PAYMENT AND PERFORMANCE BOND**

REVISED 8/24/10

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$500,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

## **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.

## **EXTENSION OF CONTRACT TIME**

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability of Article 108-9 of Standard Specification.

## **NOTIFICATION OF OPERATIONS**

The Contractor shall notify the Engineer Five (5) working days in advance of beginning work on this project.

## **BANKRUPTCY**

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

## **PARTIAL PAYMENT**

Invoices may be submitted on an interval approved by the Engineer, for payment of the services rendered. All invoice items and unit costs shall correspond to contract pay items as they appear on the Purchase Order. The Engineer shall verify the quantities submitted on the invoice prior to payment. In the event of errors or discrepancies in the quantities or unit costs, the Invoices should be submitted to:

**NC Department of Transportation  
Roadside Environmental Department  
Attn: PP Mansfield  
427 Ocean Highway North  
Hertford, NC 27944**

Invoices must be electronically scanned and the image is transmitted to the Purchase Unit to verify payment. To avoid confusion and delay of payments, each invoice should have a unique Invoice Number, i.e. 1,2,3. In addition, the Invoice should be positively identified and associated with the Purchase Order including the **Purchase Order Number** on the invoice.

## **AWARD OF CONTRACT**

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

## **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 than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

## **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

## **PLAN, DETAIL AND QUANTITY ADJUSTMENTS**

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

## **APPROVAL OF PERSONNEL**

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

## GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SPI 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.

## 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.

## 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.

## CONTRACTOR CLAIM SUBMITTAL FORM

(9-16-08)

RG 140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or

[http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/)

## SPECIAL PROVISIONS

### NOTE TO CONTRACTOR

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the 2012 Standard Specifications.

### CONTRACT TIME AND LIQUIDATED DAMAGES

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

SP1G10

**The date of availability for this contract is the date the Purchase Order is issued.**

**The completion date for this contract is June 30, 2014.**

First Cycle:	Date of Availability – July 1, 2013 Completion Date – October 31, 2013
Second Cycle:	Date of Availability – November 1, 2013 Completion Date – February 28, 2014
Third Cycle:	Date of Availability – March 1, 2014 Completion Date – June 30, 2014

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

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

### EXTENSION OF CONTRACT

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for two (2) additional periods of one (1) year each (maximum three- (3) year's total). The unit bid prices will be increased by three (3) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by March 15 of the respective year, if the contract may be extended. The Contractor must notify the Engineer in writing within 15 days 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.

**If the term of the contract is extended, the date of availability in succeeding years will be July 1, 2014, and July 1, 2015 and the completion dates shall be June 30, 2015, and June 30, 2016 respectively.**

#### First Extension (second year)

First Cycle:	Date of Availability – July 1, 2014 Completion Date – October 31, 2014
Second Cycle:	Date of Availability – November 1, 2014 Completion Date – February 28, 2015
Third Cycle:	Date of Availability – March 1, 2015 Completion Date – June 30, 2015

#### Second Extension (third year)

First Cycle:	Date of Availability – July 1, 2015 Completion Date – October 31, 2015
Second Cycle:	Date of Availability – November 1, 2015 Completion Date – February 29, 2016
Third Cycle:	Date of Availability – March 1, 2016 Completion Date – June 30, 2016

The liquidated damages are **Two Hundred-Fifty Dollars (\$250.00)** per calendar day.



## INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall not perform any work on this project and/or alter the traffic flow during the following time restrictions:

### DAY AND TIME RESTRICTIONS

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

**SATURDAY** FROM THIRTY (30) MINUTES BEFORE SUNSET  
TO THIRTY (30) MINUTES AFTER SUNRISE THE FOLLOWING MONDAY

The Contractor shall not perform any work on this project and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

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

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

The time of availability for this intermediate contract time shall be the time the Contractor begins work and/or alters the traffic flow according to the time restrictions listed herein.

The completion time for this intermediate contract time shall be the time the Contractor is required to cease work and/or cease to alter the traffic flow according to the time restrictions stated above.

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

## MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

All prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:

**Date:** Thursday, June 13, 2013

**Time:** 2:00 P.M

**Place:** NCDOT Division One Office Conference Room

**Location:** 113 Airport Drive, Suite 100, Edenton, NC 27932 - Located Approximately 5 Miles Southeast of Edenton, just off NC 94 on Airport Drive in The Northeastern Regional Airport Building.

**County:** Perquimans

**Telephone:** (252) 426-5041

**NOTE:** The Mandatory Pre-Bid Conference will begin promptly at 2:00 P.M. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results as well as FHWA reporting requirements. This is also intended to be a time for the Contractor to raise questions.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid. Pre-Bid Conference proceedings will be tape recorded.

## ELIGIBILITY TO BID

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

Only bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

1. The individual attending the Mandatory Pre-Bid Conference is a full time employee of the company being represented and has **administrative/supervisory** authority over the work to be performed under this contract.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over.

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

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

102-15(J)

SP1 G67

### Description

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

### Definitions

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

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

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

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

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

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

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

### Forms and Websites Referenced in this Provision

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

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only. <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

*RF-1 MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

*SAF Subcontract Approval Form* - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

*JC-1 Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

*Letter of Intent* - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

*Listing of MBE and WBE Subcontractors Form* - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).doc](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).doc)

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

### **MBE and WBE Goal**

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

**(A) Minority Business Enterprises 0 %**

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

**(B) Women Business Enterprises 0 %**

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

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

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

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

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

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

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

**Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.

(A) *If either the MBE or WBE goal is more than zero,*

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.
- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.

(B) *If either the MBE or WBE goal is zero,* bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

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

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

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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

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

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

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

### Submission of Good Faith Effort

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

One complete copy of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

### Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable.

**STATE**

Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

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

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

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

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **Non-Good Faith Appeal**

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

### **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals**

#### **(A) Participation**

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

#### **(B) Joint Checks**

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1

(*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**Commercially Useful Function**

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.



## (B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

**MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

**Changes in the Work**

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

**Reports and Documentation**

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

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

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

**Reporting Minority and Women Business Enterprise Participation**

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

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

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

## PROSECUTION OF WORK

(7-1-95)

RG 15

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$500.00 (Five Hundred Dollars)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

## 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.

## OUTSOURCING OUTSIDE THE USA

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

SP1 G150

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

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

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

## 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".

## TRAFFIC CONTROL

(01-17-12) (Rev. 4-16-13)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation, pesticide spraying and highway sweeping, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Details as shown on Standard Drawing No. 1101.02, sheets 11, 12 and 13 of the *2012 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

## 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*).

## RESOURCE CONSERVATION

(5-21-13) 104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

## PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precaution to prevent damage to pipes, conduits and other underground structures: to poles, wires, cables and other overhead structures; and to plantings.

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, WRONG WAY, etc.) suffer any damage, the Engineer, or his representative, shall be notified within two hours of the aforesaid damage. Damage to STOP signs shall be repaired by the contractor immediately and reported to the Engineer within two hours of the aforesaid damage. Such signs may be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

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

## STATE HIGHWAY SYSTEM

The State Primary System shall include all portions of the State Highway System, which are designated by NC or US numbers. The State Secondary Paved System shall include all of the State Highway System which are designated by SR numbers.

## POLICY

It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the functions and service rendered by individual highway segments. **Any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable vegetation and other accumulated material or foreign matter, shall be removed by sweeping, cleaning, vacuuming, shoveling, and disposal of the material.**

These specifications and special provisions are end–result oriented. Although the main purpose of this contract is to accomplish road-sweeping operations on State roadways, the Contractor will encounter objects larger than what a sweeper can remove. Roadway debris such as, but not limited to tires, tire parts, hub caps, large stones, boxes, tree limbs/bark, wood, cable, etc. may be encountered by the Contractor. Contractor shall also remove dead birds and small animals weighing less than 12 lbs. such as but not limited to cats, fox, opossum, squirrels, reptiles, etc. **The Contractor shall remove these objects by hand/shovel if sweeper operations are unsuccessful.**

### **ROUTINE SWEEPING**

The cleaning, removing or picking up of all foreign material not intentionally bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregate, and undesirable grasses and other accumulated material or foreign matter, from designed pavement areas and the disposal of such material at a location outside of the right-of way. The designated area is a swath adjacent to a barrier wall, curb and gutter, or adjacent to a bridge curb/rail, measured in shoulder miles. A swath begins at the barrier wall, curb and gutter, or the bridge curb/rail, and shall be a minimum of seven (7) feet in width.

### **ADDITIONAL SWEEPING**

Any sweeping required to be done which is not part of “routine” sweeping. Additional sweeping will be performed only when directed by the Engineer. For example: the contractor may be asked to sweep around the perimeter of a parking lot.

### **CYCLE**

A cycle shall constitute the completion of all locations on the Sweeping Log. A minimum of three completed cycles per year shall be required.

### **ROAD IMPROVEMENTS**

Sweeping mileage additions and deletions during the course of the contract may be effected by the Department at the Engineer’s discretion. Any additions to the system will be paid for at the “Routine Sweeping” unit price. No compensation or adjustments will be made for deleted sweeping mileage.

In the event a road rehabilitation or improvement project is under construction or a municipality elects to perform sweeping operations on selected streets where sweeping is scheduled, that portion of sweeping cycle will be deleted from the sweeping log at the direction of the Department. The section(s) or roads deleted may be re-entered at the first scheduled cycle following completion of the road, following a rehabilitation or improvement construction project or at what time a municipality decides to cease sweeping operation on selected streets.

It is understood that during the course of the contract, routes may be added or deleted from the contract. It will be the responsibility of the Contractor to sweep or not sweep such routes as directed by the Engineer.

### **EQUIPMENT REQUIRMENTS**

The Contractor shall furnish a minimum of one machine of sufficient type, capacity, and quantity to safely and efficiently perform and complete the sweeping work as specified in the Special Provisions within the prescribed cycle schedule time limits. The Contractor shall display the Company name on each piece of equipment.

The Contractor must demonstrate to the satisfaction of the Engineer that the sweeping equipment to be used in the work is in good working condition and suitable for performing the work required within the required cycle schedule.

All sweepers shall be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms. All such equipment is subject to inspection and final approval by the Engineer. Such approval may require an onsite demonstration of the capability of any proposed equipment. All vehicles used by the contractor must be performance worthy by visual and operational inspection.

- 1) Ground Mounted advance warning signs
  - a) Must use “Machinery in Road Next 5 Miles” or “Sweeping Ahead Next 5 Miles” and circle to pick up signs and reposition as necessary.
  - b) Ground Mounted Changeable Message sign.
    - i) Must use “Machinery in Road Next 5 Miles” or “Sweeping Ahead Next 5 Miles” and circle to pick up signs and reposition as necessary.

Support vehicles, including safety trucks, debris transfer vehicles, pick-up trucks, and any other vehicle used in sweeping operation, shall be equipped with revolving or strobe lights as required on sweeper truck.

**The safety of the public and the convenience of traffic shall be regarded as prime importance.**

Signs, lights safety, and other traffic control items are not a pay item, but are considered incidental to other contract items.

## **OPERATION OF EQUIPMENT**

The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the equipment wheels are to remain off the travel way during sweeping operations. The work is to be a continuous operation with no lane closures. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer. The Department shall, at its discretion establish and/or change schedules because of citizen complaints of noise or similar discomforts affecting their homes or buildings adjacent to the roadway. Special events may delay or cause the postponement of sweeping on a given period of time. No work is to be performed during adverse weather such as heavy rains, fog, high winds, snow and ice storms, and other inclement weather conditions.

The distance between the Sweeper and the Buffer Truck will vary due to sight distance needs. However, it is critical that the operators be aware that if the gap is too great, motorists will attempt to pass and may cut into the middle of the caravan of operation. For this reason, operators are advised to be constantly aware of approaching traffic and make reasonable adjustments as needed to prevent motorists from entering the space between the Sweeper and the Buffer Truck, thereby safeguarding the caravan operations from potential accidents. Radio communication between vehicles is recommended.

The Work Zone shall not exceed five (5) miles in length. The total distance between the first and last vehicle in the caravan should be no more than approximately one (1) mile in length.

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

When the Contractor’s operation encounters or exposes any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operation shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

## **REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of materials shall be done in DOT Maintenance yard sites. The sites are open Monday through Friday from 7:00 a.m. to 3:30 p.m. during the months of April through October and from 7:30 a.m. to 4:00 p.m. during the months of November through March.

Contractor shall make contact with the responsible person at each DOT yard for instructions on where they prefer sweeper debris and other roadway debris to be dumped. A copy of DOT Yard Locations can be found in Appendix A.

Roadway debris such as, but not limited to tires, tire parts, hub caps, large stones, boxes, tree limbs/bark, wood, cable, dead birds and small animals, etc. that were removed from the roadway and are not part of the debris in the



sweeper hopper may also be disposed of at DOT yards. Contractor shall keep those materials separate and dispose of them as instructed.

Contractor may at his option utilize Solid Waste Disposal Sites. Any associated fees shall be the sole responsibility of the Contractor.

**STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.**

## **WATER**

Water fill-up is available at DOT Maintenance yards. Be advised that there are no hydrants at these locations and the size of the water taps varies for each location. If the Contractor prefers to obtain water from hydrants, Contractor shall obtain written permission from the hydrant owner. Such written permission shall be submitted to the Department. Obtaining water from a hydrant without written permission will be viewed by the Department as a breach of contract conditions.

## **WORK ACCOMPLISHED**

It will be the responsibility of the Contractor to keep the Engineer informed of the proposed work plan and to submit written reports of work accomplished on a frequency, determined by the Engineer. The contractor shall notify the Engineer each morning, prior to 8:00 AM of the work accomplished within the previous 24 hours. Such notification shall be received by the Engineer in writing by FAX or email.

The Contractor shall keep a log of work accomplished on the form supplied by the Department. The Contractor and the Engineer shall meet at the end of each cycle to reconcile their respective logs of work accomplished.

It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan. The contact person for this project will be J. D. "Doug" Mizelle. Mr. Mizelle may be reached at (252) 426-5041. Mr. Mizelle may be contacted by e-mail at [jdmizelle@ncdot.gov](mailto:jdmizelle@ncdot.gov), or by FAX at (252) 426-3653.

## **METHOD OF MEASUREMENT**

The quantity of "Routine Sweeping" to be paid for will be the actual number of shoulder miles, measured along the surface of the ground which have been swept and accepted.

The quantity of "Additional Sweeping" to be paid for will be the actual number of shoulder miles, measured along the surface of the ground which have been swept at the direction of the Engineer and accepted.

## **BASIS OF PAYMENT**

The quantity of "Routine Sweeping", measured as provided above, will be paid for at the contract unit price per shoulder mile for the various highway systems.

The quantity of "Additional Sweeping", measured as provided above, will be paid for at the contract unit price per shoulder mile for the various highway systems.

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

Payment will be made to the Contractor on a monthly basis for work accomplished and accepted.

### **Pay Item**

Routine Sweeping  
Additional Sweeping

### **Pay Unit**

Shoulder mile  
Shoulder mile

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

(3-18-03)

Z-04a

**Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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

**MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:**

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

**STATE:**

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

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

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

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

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

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

## ON-THE-JOB TRAINING

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

Z-10

### Description

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

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

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

### Minorities and Women

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

### Assigning Training Goals

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

### Training Classifications

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

Equipment Operators  
Truck Drivers  
Carpenters  
Concrete Finishers  
Pipe Layers

Office Engineers  
Estimators  
Iron/Reinforcing Steel Workers  
Mechanics  
Welders

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

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

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

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

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

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

### **Records and Reports**

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

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

### **Trainee Interviews**

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

### **Trainee Wages**

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

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

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

### **Achieving or Failing to Meet Training Goals**

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

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

### **Measurement and Payment**

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

**ERRATA**

(1-17-12) (Rev. 9-18-12)

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 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 10****Page 10-74, Table 1056-1 Geotextile Requirements**, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.**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 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:

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

**Page 15-6, Subarticle 1510-3(B), line 32**, delete “may be performed concurrently or” and replace with “shall be performed”.**Page 15-17, Subarticle 1540-3(E), line 27**, delete “Type 1”.**Division 17****Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.Revise the *2012 Roadway Standard Drawings* as follows:**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

LISTING OF MBE/WBE SUBCONTRACTORS						Sheet _____ of _____
Firm Name and Address	MBE or WBE	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item	
<b>Name</b> Address						
<b>Name</b> Address						
<b>Name</b> Address						
<b>Name</b> Address						
<b>Name</b> Address						

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

\*\* - Must have entry even if figure to be entered is zero.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_  
Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_  
Percentage of Total Contract Bid Price \_\_\_\_\_ %

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

**This form must be completed in order for the Bid to be considered responsive and be publicly read.  
Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number *zero*.**

4-19-11

**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	
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

**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**  
**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
	<i>If Corporation, affix Corporate Seal</i>	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
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)		Name of Contractor <i>(for 3 Joint Venture only)</i>	
		Address as Prequalified	
	Signature of Witness or Attest	By	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>		

**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

**NOTARY SEAL**

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

\_\_\_\_\_  
 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.

**Contract No: 1126274**

**County: Division Wide**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Contract Officer

---

Date

Signature Sheet 7 (Bid - Acceptance by Department)

## North Carolina Department of Transportation BID FORM

**WBS Elements: Various**

**Counties:** Bertie, Camden, Chowan, Currituck, Dare, Hertford, Hyde, Gates, Martin, Northampton, Pasquotank, Perquimans, Tyrrell, and Washington.

**Description:** Highway Sweeping in Division One

LINE NO.	SECT. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	ROUTINE SWEEPING	850	SMI		
2	SP	ADDITIONAL SWEEPING	50	SMI		

**\*\*\*Unit Prices must be limited to TWO decimal places\*\*\***

Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_

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

***TOTAL BID FOR PROJECT:***

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
 This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

*Reviewed by:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*Accepted by:* \_\_\_\_\_ *Date:* \_\_\_\_\_



## **NCDOT FACILITIES & CONTACTS (ATTACHMENT A)**

## NCDOT FACILITIES & CONTACTS

Contractor is responsible for making contact with the appropriate County Maintenance facility to receive instructions on where sweeping debris may be dumped.

### Maintenance Yards Hours

**7:30 am to 4:00 pm during Winter Hours**

**7:00 am to 3:30 pm during Summer Hours**

### **District 1, Camden, Currituck, Dare, Gates, Perquimans and Pasquotank**

**County Maintenance Yard, Camden**  
1929 C North Road St.  
Elizabeth City, NC 27909

**Phone:** (252)331-4778

**County Maintenance Yard, Currituck**  
397 Maple Rd.  
Maple, NC 27956

**Phone:** (252)453-2721

**LOCATION:** SR 1246 at Currituck County Prison Camp,  
1 Mile North of US 158

**County Maintenance Yard, Gates**  
304 US 158 W  
Gatesville, NC 27938

**Phone:** (252)357-0844

**LOCATION:** US 158, 6.6 Miles West of Sunbury

**County Maintenance Yard, Dare (Manteo)**  
306 Simon St.  
Manteo, NC 27954

**Phone:** (252)473-2990

**County Maintenance Yard, Pasquotank**  
1929 C North Road St.  
Elizabeth City, NC 27909

**Phone:** (252)331-5632

**County Maintenance Yard, Perquimans**  
427 Ocean Hwy N.  
Hertford, NC 27944

**Phone:** (252)426-7108

### **District 2, Bertie, Hertford and Northampton**

**County Maintenance Yard, Bertie**  
120 Powell & Stokes Rd  
Windsor, NC 27983

**Phone:** (252)794-4356

**LOCATION:** North side of SR 1227, 0.2 Miles West of  
US 13 & SR 1227 Intersection

**County Maintenance Yard, Hertford**  
318 W. Modlin Rd  
Ahoskie, NC 27910

**Phone:** (252)332-2765

Debris may have to be taken to the Smith Pit  
Call this office for directions

**County Maintenance Yard, Northampton**  
9339 Hwy 305N  
Jackson, NC 27845

**Phone:** (252)534-4031

**District 3, Chowan, Hyde, Martin, Tyrrell and Washington**

**County Maintenance Yard, Chowan**                      **Phone: (252)221-4229**  
134 Sandy Ridge Rd.  
Tyner, NC 27980

**County Maintenance Yard, Hyde**                      **Phone: (252)221-4229**  
1245 Main St.  
Swan Quarter, NC 27885

**County Maintenance Yard, Martin**                      **Phone: (252)792-3942**  
1740 Prison Camp Rd.      LOCATION: NC 125, 1.3 Miles from Williamston  
Williamston, 27892              City Line & 0.6 Miles from US 64

**County Maintenance Yard, Tyrrell**                      **Phone: (252)796-4621**  
2142 Old Columbia Road  
Columbia, NC 27925

**County Maintenance Yard, Washington**      **Phone: (252)797-4598**  
14193 NC Hwy 94N  
Creswell, NC 27928

**SWEEPING LOGS – COUNTY & TOWNSHIPS (ATTACHEMENT B)**

CO.#	CITY	System	#	ROUTE	Miles	CYCLE 1	CYCLE 2	CYCLE 3
008	Near Edenton	1.100813	2001	US-17	Chowan River Bridge	8.7	0.0	
	Near Edenton	1.100813	2002	US-17	Small Bridge next to Chowan River Bridge	0.3	0.0	
	Near Plymouth	1.100813	2003	NC 45/308	Zeb Vance Bridge (Three Rivers Bridge)	2.2	0.0	
	Near Plymouth	1.100813	2004	NC 45/308	Cashoke Creek Bridge	0.1	0.0	
	Near Williamston	1.100813	2005	US 13/17	Roanoke River Bridge	0.8	0.0	
	Near Williamston	1.100813	2006	US 13/17	10 Bridges betw'n Roanoke Rvr & Roquist Crk	1.6	0.0	
	Near Lewiston	1.100813	2007	NC 11	J.J. Monk Harrington Bridge	0.2	0.0	
	Near Lewiston	1.100813	2008	NC 11	Sm. bridge by Monk Harrington Bridge	0.1	0.0	
	Windsor	1.100813	2009	US 13	Cashie River Bridge	0.1	0.0	
	Windsor	1.100813	2010	US 17 Bypass	Cashie River Bridge	1.4	0.0	
	Midway	1.100813	2011	US 17	BOC to EOC	4.2	0.0	
	Midway	1.100813	2012	NC 45	BOC to EOC	0.2	0.0	
	Midway	1.100813	2013	US 17	Salmon Creek Bridge East end of Curb section	0.2	0.0	
Total					20.1	0		
015	Near South Mills	1.101513	2014	US17	Intracoastal Waterway Bridges	2.3	0.0	
	Near Eliz City	1.101513	2015	US 158	Camden Causeway Bridge	0.8	0.0	
Total					3.1	0.0		
027	Moyock	1.102713	2016	US-168	BOC to Va. Line	5.0	0.0	
	Sligo	1.102713	2017	NC-34/NC-168	Curbing NC34 & NC 168	2.4	0.0	
	Currituck	1.102713	2018	NC 168	BOC at Govmt'l Center to EOC	2.2	0.0	
	Currituck	1.102713	2019	US-158	From Intersection NC 158/168 to EOC	5.5	0.0	
	Currituck	1.102713	2020	US 158	Intracoastal Waterway Bridge	3.0	0.0	
	Grandy	1.102713	2021	US 158	BOC to EOC	3.4	0.0	
	Pt. Harbor	1.102713	2022	US 158	From End of Bridge to EOC	0.2	0.0	
	Pt. Harbor	1.102713	2023	US 158	Point Harbor Bridge	11.6	0.0	
Total					33.3	0.0		
028	Near Nags Head	1.102813	2024	NC 12	Oregon Inlet Bridge	4.8	0.0	
	Near Nags Head	1.102813	2025	US 158	Melvin Daniels Bridge	0.2	0.0	
	Near Nags Head	1.102813	2026	US 158	Washington Baum Bridge	2.3	0.0	
	Near Nags Head	1.102813	2027	US 64/264	Virginia Dare Bridge and Curbing	21.6	0.0	
	Near Manteo	1.102813	2028	US 64/264	Manns Harbor Bridge	5.4	0.0	
	Near East Lake	1.102813	2029	US 64	Alligator River Bridge	5.6	0.0	
Total					39.9	0.0		
046	Harrellsville	1.104613	2030	NC-45	Wiccacon River Bridge	0.3	0.0	
	Near Winton	1.104613	2031	US-13 & 158	Thad Eure Bridge - Chowan River	0.4	0.0	
	Mufreesboro	1.104613	2032	US 258	Meherrin River Bridge	0.4	0.0	
	Near Ahoskie	1.104613	2033	NC 42	Sm. bridge at J & R Electric	0.1	0.0	
Total					1.2	0		
058	Oak City	1.105813	2034	NC 11	4 Sm. Bridges	0.4	0.0	
Total					0.4	0.0		
066	Near Rich Sq.	1.106613	2035	US 258/NC 561	2 small bridges between Rich Sq. & River	0.1	0	
	Near Rich Sq.	1.106613	2036	US 258/NC 561	Roanoke River Bridge	0.2	0	
	Near Weldon	1.106613	2037	US 158 & US 301	Rock Fish Capital Bridge	0.3	0	
	Near Rich Sq.	1.106613	2038	US 258/NC 561	BOC to EOC @ 308 Intersection and islands	0.2	0	
Total					0.8	0		
CO.#	CITY	System	ROUTE		MILE	CYCLE 1	CYCLE 2	CYCLE 3
072	Near Hertford	1.107213	2039	US-17 Bypass	Perquimans River Bridge	2.8	0.0	
Total					2.8	0.0		
089	Columbia	1.108913	2040	US-64	Scuppernong River Bridge	0.6	0.0	
	Columbia	1.108913	2041	US-64	Traffic Island West of Bridge (Median)	1.2	0.0	
Total					1.8	0.0		
094	Near Edenton	1.109413	2042	NC 32	Albemarle Sound Bridge	7.0	0.0	
	Near Plymouth	1.109413	2043	NC 45/308	Conaby Creek Bridge	0.2	0.0	
Total					7.2	0.0		

Miles to be Swept:

110.6

Total Miles that have been Swept:

0

BOC = Beginning of Curb  
 BUS = Business Route  
 BY = Bypass

CL = City Limit  
 EOC = End of Curb  
 R/R = Railroad Crossing

6/6/2013

## Township Sweeper Log

CO.#	CITY	System	#	ROUTE	MILE	Miles Swept	CYCLE 1	CYCLE 2	CYCLE 3
008	Askewville	1.100813	1001	SR 1349 - Bryant St.	0.4	0.0			
			1002	SR1304-W. Askewville St	1.4	0.0			
				TOTAL	1.8	0.0			
008	Aulander	1.100813	1003	NC305-Commerce St	1.2	0.0			
			1004	NC11 Bus-Main St	2.0	0.0			
				TOTAL	3.2	0.0			
008	Colerain	1.100813	1005	NC 42-River Rd	0.5	0.0			
			1006	SR 1335-River Rd	1.1	0.0			
			1007	SR 1353 - N. Academy St	0.3	0.0			
			1008	SR 1329-Grovers Cross Rd	0.4	0.0			
			1009	NC 45-Main St	1.0	0.0			
			1110	SR 1336-Sunrise St.	0.2	0.0			
				TOTAL	3.5	0.0			
008	Kelford	1.100813	1111	NC308-Main St	0.8	0.0			
				TOTAL	0.8	0.0			
008	Lewiston	1.100813	1112	NC 308-West Church St	0.3	0.0			
			1113	SR 1145-East Main St	0.2	0.0			
				TOTAL	0.5	0.0			
008	Powellsville	1.100813	1114	NC 42 - Main Street	1.1	0.0			
			1115	SR 1321 - S. Commerce Street	0.7	0.0			
					1.8	0.0			
008	Roxobel	1.100813	1116	SR1208-Church St	0.8	0.0			
			1117	SR1139-Church St	0.2	0.0			
			1118	308 Main St.	0.8	0.0			
				TOTAL	1.8	0.0			
008	Windsor	1.100813	1119	US13 Bus-King St & Granville St.	3.3	0.0			
			1120	NC 308	1.4	0.0			
			1121	SR1100-Ghent St.	0.7	0.0			
			1122	US 17	2.0	0.0			
				TOTAL	7.4	0.0			
021	Edenton	1.102113	1123	NC 32 N. - Va Rd	1.8	0.0			
			1124	US17Bus-Broad/Queen	5.6	0.0			
			1125	SR1234-Albemarle St/MLK	2.2	0.0			
			1126	NC 32 S. - Church St	1.0	0.0			
			1127	SR1132-Coke Ave	0.6	0.0			
			1128	SR1319-Paradise Rd	1.0	0.0			
			1129	SR1126-N. Oakum St	1.2	0.0			
				TOTAL	13.4	0.0			
027	Coinjock	1.102713	1130	SR 1143 Worth Guard St.	0.7	0.0			
				TOTAL	0.7	0.0			
028	Kitty Hawk	1.102813	1131	US 158 By	3.2	0.0			
				TOTAL	3.2	0.0			
028	KDH	1.102813	1132	US 158 By	3.5	0.0			
				TOTAL	3.5	0.0			

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6/6/2013

## Township Sweeper Log

CO.#	CITY	System	#	ROUTE	MILE	Miles Swept	CYCLE 1	CYCLE 2	CYCLE 3
028	Nags Head	1.102813	1133	US 158 By	0.6	0.0			
				TOTAL	0.6	0.0			
028	Manteo	1.102813	1134	US64/264	4.0	0.0			
			1135	SR 1123-Burnside Rd	0.4	0.0			
			1136	SR1189,1128-Sr.Wal.Ral.	1.2	0.0			
			1137	SR 1118-Harriot St	0.2	0.0			
			1138	NC 400-Queen Eliz.Ave.	1.0	0.0			
			1139	NC 400-Ananias Dare St.	1.0	0.0			
			1140	SR 1121-Wingina Ave	0.3	0.0			
			1141	SR 1192-Uppowoc Ave	0.2	0.0			
			1142	SR 1194-Essex St	0.2	0.0			
			1143	SR 1196-Croatoan St.	0.1	0.0			
			1144	SR 1150-Budleigh St	0.7	0.0			
			1145	SR 1131 Fernando St	0.5	0.0			
			1146	SR 1129 Bowsertown Rd	0.2	0.0			
				TOTAL	10.0	0.0			
037	Gatesville	1.103713	1147	NC37-Main St	2.1	0.0			
			1148	NC137-Court St	0.8	0.0			
			1149	US 158 Bus-Maple St	0.4	0.0			
			1150	SR1111-Beside Crt Hse	0.2	0.0			
			1151	NC 37	0.3	0.0			
				TOTAL	3.8	0.0			
046	Cofield	1.104613	1159	NC 45	0.1	0.0			
			1160	SR 1403 Ahoskie Cofield	0.1	0.0			
				TOTAL	0.2	0.0			
046	Harrellsville	1.104613	1161	NC 45-Main St	1.0	0.0			
			1162	SR 1002-Quebec Rd	0.4	0.0			
				TOTAL	1.4	0.0			
046	Murfreesboro	1.104613	1163	US 258	1.1	0.0			
			1164	US158/258 Bus & NC 11	0.1	0.0			
			1165	US158/258 Bus-Main St BOC to EOC	5.2	0.0			
	Continued	on	Next	Page					

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			1166	SR 1160-Spring Ave	1.2	0.0			
			1167	SR 1179-Union St	1.5	0.0			
				TOTAL	9.1	0.0			
046	Winton	1.104613	1168	NC45- Main & Mulberry	1.6	0			
			1169	SR1458-City Street Brickell, King & Main	0.1	0			
				TOTAL	1.7	0.0			
058	Bear Grass	1.105813	1170	SR 1001-Bear Grass Rd	0.9	0.0			
			1171	SR1106 - Smithwide Creek	0.4	0.0			
				TOTAL	1.3	0.0			
058	Everetts	1.105813	1172	SR 1138-Broad Street	0.4	0.0			
				TOTAL	0.4	0.0			
058	Hamilton	1.105813	1173	NC 125-Liberty St - SL to EOC	1.1	0.0			
			1174	NC 903-Front St	1.7	0.0			
					2.8	0.0			
058	Jamesville	1.105813	1175	US 64	2.0	0.0			
			1176	US 64 Bus	0.2	0.0			
			1177	NC171-St. Andrew St	1.2	0.0			
				TOTAL	3.4	0.0			
058	Oak City	1.105813	1178	NC 11/42	1.4	0.0			
			1179	NC 125-Green St	0.6	0.0			
			1180	SR 1002-Commerce St	0.4	0.0			
				TOTAL	2.4	0.0			
058	Robersonville	1.105813	1181	NC 903-Main St BOC to EOC	2.7	0.0			
			1182	SR 1159-3rd St Flat Swamp	2.1	0.0			
			1183	SR 1400-Green St	0.8	0.0			
			1184	Trk Rt NC903-Grimes St	0.6	0.0			
			1185	US 64-Alternate - Academy St	2.5	0.0			
			1186	SR 1301 US 64 to Old Perdue	0.2	0.0			
				TOTAL	8.9	0.0			
058	Williamston	1.105813	1187	US 17 Bus	3.7	0.0			
			1188	SR 1445-Main St	2.8	0.0			
			1189	SR 1446-Martin Luther King Rd	0.6	0.0			
			1190	NC 125-Houghton St	1.6	0.0			
			1191	SR 1420-McCaskey Rd	0.5	0.0			
			1192	SR 1434 (Across from McCaskey)	0.2	0.0			
			1193	US 64 Alternate (Bojangles)	0.6	0.0			
				TOTAL	10.0	0.0			
066	Conway	1.106613	1194	US 158-Main St	3.0	0.0			
			1195	NC 35-Church St	0.8	0.0			
				TOTAL	3.8	0.0			

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066	Gaston	1.106613	1196	NC 46	1.6	0.0			
			1197	NC 48	1.0	0.0			
				TOTAL	2.6	0.0			
066	George	1.106613	1198	US 258 BOC to EOC	0.1	0.0			
				TOTAL	0.1	0.0			
066	Jackson	1.106613	1199	US 158-Jefferson St	2.0	0.0			
			1200	SR 1108-Bryantown Rd.	1.0	0.0			
			1201	SR 1368-Atherton Rd.	0.2	0.0			
			1202	NC 305N.Church St.	1.2	0.0			
				TOTAL	4.4	0.0			
066	Lasker	1.106613	1203	SR 1516	0.2	0.0			
				TOTAL	0.2	0.0			
066	Pendelton	1.106613	1204	SR 1356 Britton Rd	0.2	0.0			
				TOTAL	0.2	0.0			
066	Potecasi	1.106613	1205	NC 35	0.1	0.0			
				TOTAL	0.1	0.0			
066	Rich Square	1.106613	1206	NC 305-Jackson St	0.4	0.0			
		1.106613	1207	US 258-Main St	2.5	0.0			
				TOTAL	2.9	0.0			
066	Seaboard	1.106613	1208	NC 186	0.4	0.0			
			1209	NC 305-Main St	0.8	0.0			
				TOTAL	1.2	0.0			
066	Severn	1.106613	1210	SR 1334-Main St.	0.9	0.0			
			1211	SR 1335-Severn Church Rd.	0.1	0.0			
				TOTAL	1.0	0.0			
066	Woodland	1.106613	1212	NC 35-Spruce St	0.9	0.0			
			1213	US 258-Main St	1.1	0.0			
			1214	NC 35-Linden St	1.0	0.0			
				TOTAL	3.0	0.0			
072	Winfall	1.107213	1215	NC-37	0.75	0.0			
			1216	SR 1219	0.45	0.0			
				TOTAL	1.2	0.0			
089	Columbia	1.108913	1217	US 64 By	3.1	0.0			
			1218	SR 1323-Fonsoe St	0.3	0.0			
			1219	US 64 Bus-Main St	1.0	0.0			
			1220	NC 94-Broad St	0.4	0.0			
			1221	SR 1209-Road St	0.8	0.0			
				TOTAL	5.6	0.0			

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094	Creswell	1.109413	1222	SR 1142-Main St	1.1	0.0			
			1223	SR 1310-Sixth St	0.9	0.0			
				TOTAL	2.0	0.0			
094	Plymouth	1.109413	1224	US 64 BOC-EOC all through town	13.6	0.0			
			1225	SR 1325-Main St	3.0	0.0			
			1226	SR 1342-Rankin Ln	0.1	0.0			
			1227	NC 32/SR 1357 Washington St	1.9	0.0			
			1228	SR1335-3rd & Wilson St	1.0	0.0			
				TOTAL	19.6	0.0			
094	Roper	1.109413	1229	SR 1125-Millpond Rd	0.2	0.0			
			1230	SR 1122 Old US 64/Buncomb Ave	1.2	0.0			
			1231	SR 1209-Railroad St	0.1	0.0			
				TOTAL	1.5	0.0			
046	Ahoskie	1.104613	1152	Academy St BOC to EOC, parts			!	!	!
				US13, NC42 & NC561	2.4	0.0	DO	!	!
			1153	Memorial Drive parts of US13,			!	NOT	!
				NC42 & NC561	2.8	0.0	!	!	!
			1154	SR1101-Lee Jernigan Rd	0.2	0.0	!	!	Sweep!!
			1155	SR1456-Catherin Crk Rd	1.6	0.0	!	!	!
			1156	SR1409-MLK Jr St. & Hall Siding Rd	3.0	0.0	!	!	!
			1157	SR 1416-Holloman Ave.	0.7	0.0	DO	!	!
			1158	NC 561 - First St	0.7	0.0	!	NOT	!
				TOTAL	0.00	0.0			
070	Eliz. City	1.107013		SR1145-Oak Stump Rd	0.3		!	!	!
				US17 / Hughes	4.1		DO	!	!
				Halstead Blv/ NC344	15.4		!	NOT	!
				N/S Road St	9.9		!	!	!
				US158-Elizabeth St	1.8		!	!	Sweep!!
				US17Bus-Ehringhaus St	4.4		!	!	!
				Ehringhaus St	0.5				
				SR1384-Tri-County Jail Access	0.2		!	!	!
				SR1329-Poindexter St	1.2		Until	!	!
				SR1164-Southern Ave	1.4		!	Told	!
				SR1101-Pearhtree Rd	1.2		!	!	!
				SR1139-Roanoke Ave	1.5		!	!	Specifically!
				Water St	0.5				
				TOTAL	0.0	0.0			
072	Hertford	1.107213		US17 Bus-Church St	0.5		Do	!	!
				US17 Bus-Church St	2.5		!	NOT	!
				SR1110-Grubb St	2.0		Until	!	SWEEP!!
				US17Bus-Edenton Rd St	2.2		!	Told	!
				US17 Bus-Dobb St	0.8		!	!	Specifically!
				TOTAL	0.0	0.0			

Mileage to be swept: 147.0

Completed Spread Sheet Total: 0.0

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