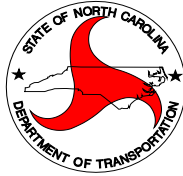


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 10 DISTRICT 1, 2 & 3

SMALL BUSINESS ENTERPRISE
CONTRACT PROPOSAL

| | | | |
|-----------------------|-----------------------------------|---------|--|
| WBS ELEMENT: | 36068 | COUNTY: | Anson, Cabarrus, Mecklenburg, Stanly & Union |
| TIP#: | None | | |
| FA#: | None | | |
| LOCATION: | Various Locations in Division 10 | | |
| TYPE OF WORK: | Storm Water Basin Maintenance | | |
| BID OPENING: | Wednesday May 04, 2016 @ 10:00 AM | | |
| DATE OF AVAILABILITY: | June 1, 2016 | | |
| COMPLETION DATE: | March 31, 2017 | | |

NOTICE: UNDER THE PROVISIONS OF THIS PROGRAM, A NC GENERAL CONTRACTOR'S LICENSE IS NOT REQUIRED NOR ARE CONTRACT PAYMENT AND CONTRACT PERFORMANCE BONDS REQUIRED. BIDDERS SHALL COMPLY WITH ALL OTHER APPLICABLE LAWS, INCLUDING BUT NOT LIMITED TO, THOSE REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING, AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!

RETURN BIDS TO:

Mr. Bruce Myers
NC Department of Transportation
716 West Main Street
Albemarle, NC 28001

INSTRUCTIONS TO BIDDERS

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

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

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
- 2. All entries on the bid sheet, including signatures, shall be written in ink.**
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. ***Unit prices shall be limited to FOUR decimal places.*****
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.**
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.**
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.**
- 7. The bid shall be properly executed. All bids shall show the following information:**
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
- 8. Bids submitted by corporations shall bear the seal of the corporation.**
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.**
- 10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.**
- 11. A bid bond or deposit is not required when submitting a bid for this project.**
- 12. THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 716 WEST MAIN STREET, ALBEMARLE, NC 28001 BY 10:00 A.M. ON WEDNESDAY MAY 04, 2016.**
- 13. If delivered by mail, the sealed envelope shall be addressed as follows:**

**Mr. Bruce Myers
NC Department of Transportation
716 West Main Street
Albemarle, NC 28001**

- 14. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:**

**QUOTATION FOR WBS# 36068 STORM WATER BASIN MAINT. TO BE OPENED
WEDNESDAY, MAY 04, 2016 AT 10:00 A.M.**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 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.

TABLE OF CONTENTS

| | |
|---|-----------|
| PROJECT SPECIAL PROVISIONS (GENERAL) | 5 |
| CONTRACT TIME | 5 |
| INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES | 6 |
| SMALL BUSINESS ENTERPRISE PROGRAM | 8 |
| AUTHORITY OF THE ENGINEER | 8 |
| PRECONSTRUCTION CONFERENCE | 9 |
| PLAN, DETAIL AND QUANTITY ADJUSTMENTS | 9 |
| CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME | 9 |
| CONTRACT PAYMENT AND PERFORMANCE BOND | 9 |
| BASIS OF PAYMENT | 9 |
| SUPERVISION BY CONTRACTOR | 10 |
| DEFAULT OF CONTRACT | 10 |
| BANKRUPTCY | 11 |
| NOTIFICATION OF OPERATIONS | 11 |
| NIGHT OPERATIONS | 11 |
| PROSECUTION OF WORK | 11 |
| SAFETY AND ACCIDENT PROTECTION | 11 |
| NO MAJOR CONTRACT ITEMS | 12 |
| NO SPECIALTY ITEMS | 12 |
| FUEL AND ASPHALT PRICE ADJUSTMENT | 12 |
| RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES | 12 |
| OUTSOURCING OUTSIDE THE USA | 13 |
| IRAN DIVESTMENT ACT | 13 |
| GIFTS FROM VENDORS AND CONTRACTORS | 13 |
| LIABILITY INSURANCE | 14 |
| EMPLOYMENT | 14 |
| STATE HIGHWAY ADMINISTRATOR TITLE CHANGE | 14 |
| SUBLETTING OF CONTRACT | 15 |
| PROJECT SPECIAL PROVISIONS (ROADWAY) | 16 |
| SCOPE OF WORK | 16 |
| MOBILIZATION | 16 |
| STORM WATER BASIN MAINTENANCE | 16 |
| EQUIPMENT AND CREW REQUIREMENTS | 17 |
| LITTER REMOVAL | 17 |
| TRAFFIC CONTROL | 17 |
| WORK ZONE SIGNING | 19 |
| STANDARD SPECIAL PROVISIONS | 21 |
| AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS | 21 |
| ERRATA | 21 |
| PLANT AND PEST QUARANTINES | 23 |
| MINIMUM WAGES | 24 |
| AWARD OF CONTRACT | 24 |
| ON-THE-JOB TRAINING | 30 |
| NAME CHANGE FOR NCDENR | 32 |
| SUBSTITUTE FORM W-9 | 33 |
| LOCATION MAPS | 34 |
| SBE APPLICATION FOR CERTIFICATION | 49 |
| EXECUTION OF BID | 54 |
| DEBARMENT CERTIFICATION | 60 |

ADDENDUM(S).....62
CONTRACT BID FORM.....63

PROJECT SPECIAL PROVISIONS (GENERAL)

This small business contract is for Storm Water maintenance in Storm Water Basins on the right of way in Anson, Cabarrus, Mecklenburg, Stanly and Union 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 2012, the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself/herself 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.

CONTRACT TIME

This contract will be effective beginning June 1, 2016 and ending March 31, 2017. **The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below.**

The contractor shall submit his bid for this (10) ten month period. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total]. Future periods will be April 1, 2017 through March 31, 2018 and April 1, 2018 through March 31, 2019. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The total contract expenditures shall not exceed the maximum purchase order value of \$500,000 per year.

The Engineer will notify the Contractor in writing by January 1 if the Department wishes to renew this contract. The Contractor must notify the Engineer within 15 calendar days after receiving notice of his acceptance of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES

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

| | Roadway | DAY AND TIME RESTRICTIONS |
|-------------------|-----------------------------|--|
| LANE CLOSURES | I-77, I-85, I-277 and I-485 | Monday – Sunday 5:00 a.m. to 9:00 p.m. |
| | All other routes | Monday thru Friday 6:00 a.m. to 9:00 a.m. 4:00 p.m. to 7:00 p.m. |
| SHOULDER CLOSURES | I-77, I-85, I-277 and I-485 | Monday thru Friday 6:00 a.m. to 9:00 a.m. 3:00 p.m. to 7:00 p.m. |
| | All other routes | Monday thru Friday 6:00 a.m. to 9:00 a.m. 4:00 p.m. to 7:00 p.m. |

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 a.m. Thursday and 9:00 a.m. Monday.
- For **Memorial Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 9:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 a.m. the Tuesday after Independence Day.

- For **Labor Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Wednesday and 9:00 a.m. Monday.

- For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 9:00 a.m. the following Tuesday 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 work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

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

The liquidated damages are ONE THOUSAND DOLLARS (\$1000.00) per hour or any portion thereof.

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this Blanket Purchase Order Contract under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this program, a NC General Contractor's License is not required nor are Contract Payment and Contract Performance Bonds required. Bidder's shall comply with all other applicable laws, including but not limited to, those 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.

Only contractors currently certified as a SBE Contractor by the Contractual Service Unit of the NCDOT will be eligible to bid on this contract. Any bid received on this project from a firm not maintaining a current certification with NCDOT as a Small Business Enterprise shall automatically be rejected.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. The submittal form is included at the end of the Contract Proposal. Do not submit the form with the Bid Documents. Send completed forms to:

**Office of Equal Opportunity & Workforce Services
ATTN: SBE Program Manager
1511 Mail Service Center
Raleigh, NC 27699-1511
Fax: 919-508-1818**

Additional information on the program may be obtained online at:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/SBE%20Certification%20Process.aspx>

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to

Anson, Cabarrus, Mecklenburg, Stanly & Union enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the NCDOT Standard Specifications for Roads and Structures.

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

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.

The Contractor shall comply with all applicable federal, state, and local laws, ordinances and regulations governing safety and shall provide all necessary safeguards.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract. Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification with the final invoice. The failure to submit the claim(s) with the final invoice may be a bar to recovery. Please be advised that General Statute 136-29 of the Road and Highway Laws of North Carolina provides that a contractor who has not received the amount he claims he is due under the contract may submit a written verified claim to the State Highway Administrator within sixty (60) days after receipt of the final statement. The mailing address for the State Highway Administrator is: N. C. Department of Transportation, 1536 Mail Service Center, Raleigh, NC 27699-1536.

CONTRACT PAYMENT AND PERFORMANCE BOND

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

BASIS OF PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the

Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

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

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted to:

**Division Roadside Environmental Engineer
N.C. Department of Transportation
802 Coble Ave.
Albemarle NC 28001**

SUPERVISION BY CONTRACTOR

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

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

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

DEFAULT OF CONTRACT

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

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

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

NIGHT OPERATIONS

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

PROSECUTION OF WORK

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

It is the intent of the Department that the Contractor's crew complete the work required on a site before beginning work at another site.

The Contractor shall not perform work on Saturdays and Sundays unless approved by the Engineer.

SAFETY AND ACCIDENT PROTECTION

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

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*).

FUEL AND ASPHALT PRICE ADJUSTMENT

(1-3-12)

SP1 G44

No fuel or asphalt price adjustments will be made on this project.

**RESOURCE CONSERVATION AND ENVIRONMENTALLY
SUSTAINABLE PRACTICES**

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

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.

IRAN DIVESTMENT ACT

(5-17-16)

SP01 G151

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Department immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Department immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Department receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

RG 152

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

- (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.

LIABILITY INSURANCE

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide 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, irrespective of whether having regularly in service fewer than three employees.

EMPLOYMENT

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

SUBLETTING OF CONTRACT

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

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

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

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

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

PROJECT SPECIAL PROVISIONS (ROADWAY)**SCOPE OF WORK**

This small business contract is for Storm Water maintenance in Storm Water Basins on the right of way in Anson, Cabarrus, Mecklenburg, Stanly and Union Counties.

MOBILIZATION

The Contractor will be required to mobilize within the specified time frame. Mobilization shall be considered incidental to the other bid items in this contract. No direct payment will be made for Mobilization.

STORM WATER BASIN MAINTENANCE**Description**

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. Currently there are approximately 37 known storm water basins within the right of way within Division 10. During the life of this contract more basins may be installed and the Contractor will be responsible for maintenance of these new sites as well.

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

Contractor's pricing shall be based on the estimated quantity. The estimated amount is submitted to assist contractors in the bidding process. Estimated quantity is not to be regarded as the actual requirement. The State shall not be obligated to purchase any specific quantity.

1. All storm water basins are to be kept in a well-maintained, mown, weed eaten, free of woody growth and litter-free state.
2. Litter pick-up shall be performed on all storm water basins. **Litter pick-up will be considered incidental to this work. No additional compensation will be made for litter pick-up.**
3. All Storm Water Basins shall be cleaned up bi-monthly beginning in April of each year, and continuing through October of each calendar year for a total of 4 cleanup cycles yearly, unless otherwise specified by the Engineer.
4. The five (5) Storm Water Basins along I-485 from Benfield Rd. to Prosperity Ridge Rd. will need be mown or weed eaten monthly from April to October for a total number of 7 cuttings per year at these locations. **Litter pick-up will be expected at these five (5) locations each month, and will remain incidental to the contract.**

5. If the Contractor damages or significantly injures any NC DOT property or established turf areas on this project, the Contractor will be required to repair the damages at his or her cost. Such damage or injuries shall be determined by the Engineer or his/her representative. The Contractor will be held responsible for any damage he caused to NCDOT facilities; including but not limited to fences, roadway surfaces, shoulders, guardrail, drainage structures, signs, pavement markers, utilities, forebays, drainage boxes, rip/rap checks, wattles, matting, and pavement markings.

Work done under this contract shall include mowing, weed eating, chain sawing, raking and litter pickup.

Measurement and Payment

Storm Water Basin Maintenance will be paid as the actual number of basins in which maintenance has been completed and accepted. Such price and payment will be full compensation for mowing, weed eating, chain sawing, raking, litter pickup, litter removal and for all materials, labor, equipment, tools and incidentals necessary to satisfactorily complete this work.

Payment will be made under:

| Pay Item | Pay Unit |
|-------------------------------|-----------------|
| Storm Water Basin Maintenance | Acre |

EQUIPMENT AND CREW REQUIREMENTS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work as specified in the Project Special Provisions under Description of Work.

LITTER REMOVAL

The Contractor shall remove and properly dispose of all trash and litter from the storm water basins. No stockpiling of trash bags will be permitted on highway right of way. Disposal of litter shall be at an approved disposal site or landfill. **There will be no compensation for this work, as it will be considered incidental to storm water basin maintenance.**

TRAFFIC CONTROL

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

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. 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 the *Roadway Standard Drawings* Nos. 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 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 *Standard Specifications* and the Engineer.

When personnel and 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 the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and 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 the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and 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 and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. 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.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence cannot be altered without written permission of the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

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.

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

All Traffic Control is considered incidental to various other items in the contract. There will be no direct payment for any Traffic Control items.

WORK ZONE SIGNING

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the latest revisions thereto, and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

When construction is completed in any given area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post(s) with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

WBS 36068

Anson, Cabarrus, Mecklenburg, Stanly & Union

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

No direct payment will be made for Work Zone Signing as it will be considered incidental to the various other bid items in the contract.

STANDARD SPECIAL PROVISIONS**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

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

ERRATA

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

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

Division 10

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

Division 12

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

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

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

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

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

Division 15

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

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

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2016)

Z-6

“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”.

TITLE VI AND NONDISCRIMINATION**I. Title VI Assurance**

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

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends

nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

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

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

- **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant's membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

| Protected Categories | Definition | Examples | Applicable Statutes and Regulations | |
|----------------------|--|--|--|--|
| | | | FHWA | FTA |
| Race | An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group | Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200 | Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B |
| Color | Color of skin, including shade of skin within a racial group | Black, White, brown, yellow, etc. | | |
| National Origin | Place of birth. Citizenship is not a factor. Discrimination based on language or a | Mexican, Cuban, Japanese, Vietnamese, Chinese | | |

| | | | | |
|------------|--|--|--|--|
| | person's accent is also covered. | | | |
| Sex | Gender | Women and Men | 1973 Federal-Aid Highway Act | Title IX of the Education Amendments of 1972 |
| Age | Persons of any age | 21 year old person | Age Discrimination Act of 1975 | |
| Disability | Physical or mental impairment, permanent or temporary, or perceived. | Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic | Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990 | |

III. Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

ON-THE-JOB TRAINING

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

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.\

Training Classifications

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

| | |
|---------------------|----------------------------------|
| Equipment Operators | Office Engineers |
| Truck Drivers | Estimators |
| Carpenters | Iron / Reinforcing Steel Workers |
| Concrete Finishers | Mechanics |
| Pipe Layers | Welders |

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

NAME CHANGE FOR NCDENR

(1-19-16)

Z-11

Wherever in the 2012 Standard Specifications, Project Special Provisions, Standard Special Provisions, Permits or Plans that reference is made to "NCDENR" or "North Carolina Department of Environment and Natural Resources", replace with "NCDEQ" or North Carolina Department of Environmental Quality" respectively, as the case may be.

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

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

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

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ (Employer Identification #)

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

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

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

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

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

IRS CERTIFICATION

Under penalties of perjury, I certify that:

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

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

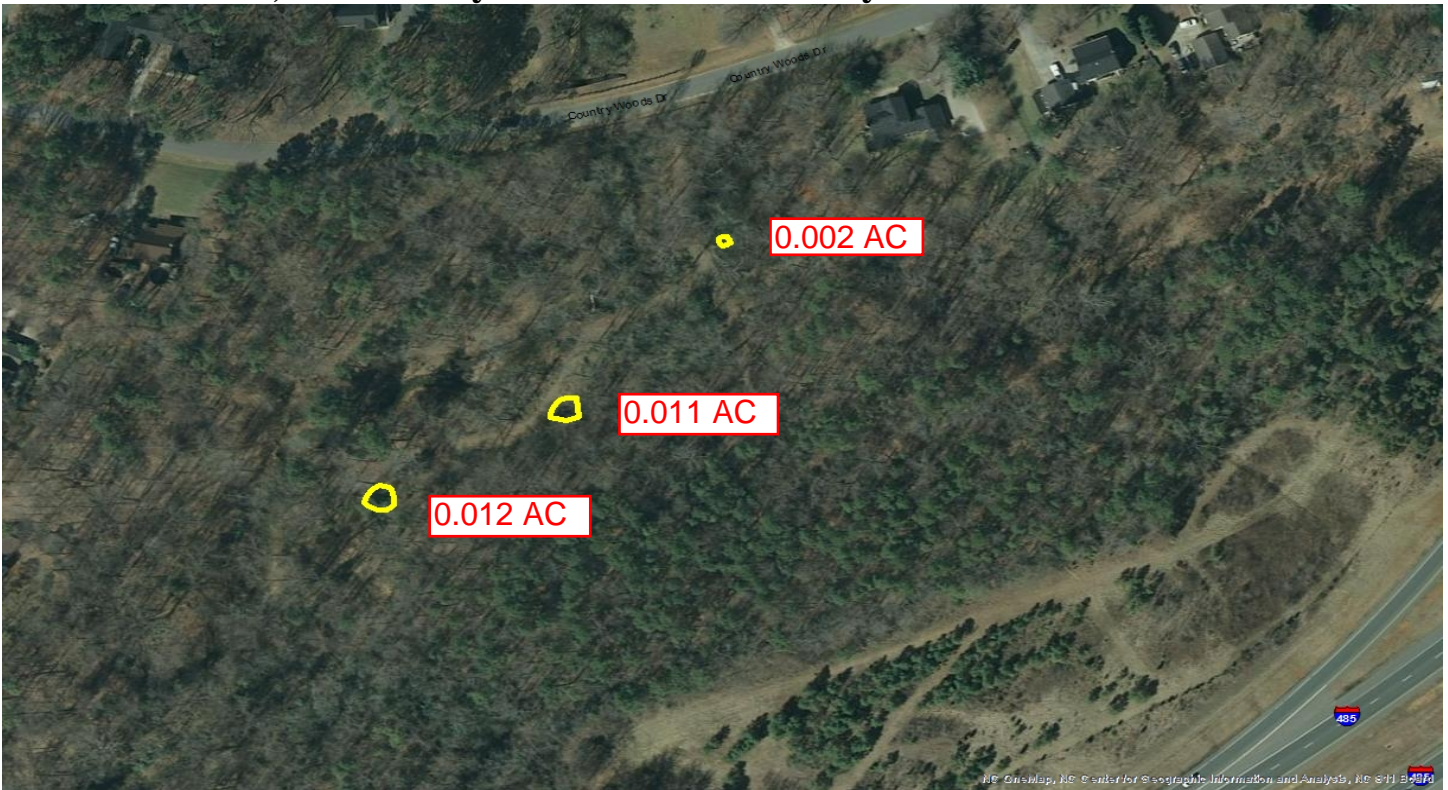
To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

Location Maps

I-485 at NC 218



Just off of I-485, off or Lawyer's Rd. off of Country Woods Dr.



0.432 AC

77

40

Stateville Rd

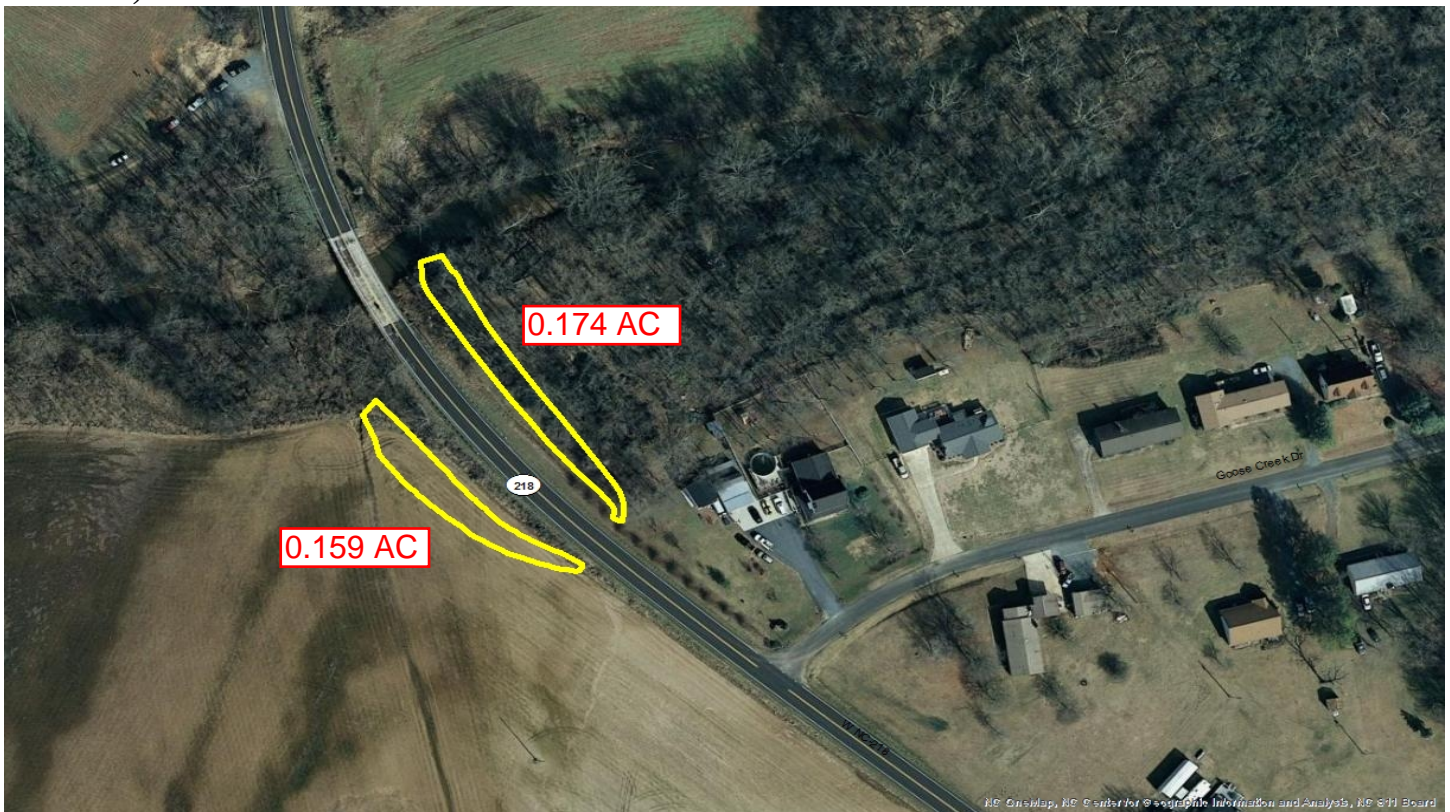
21

Northwoods Dr

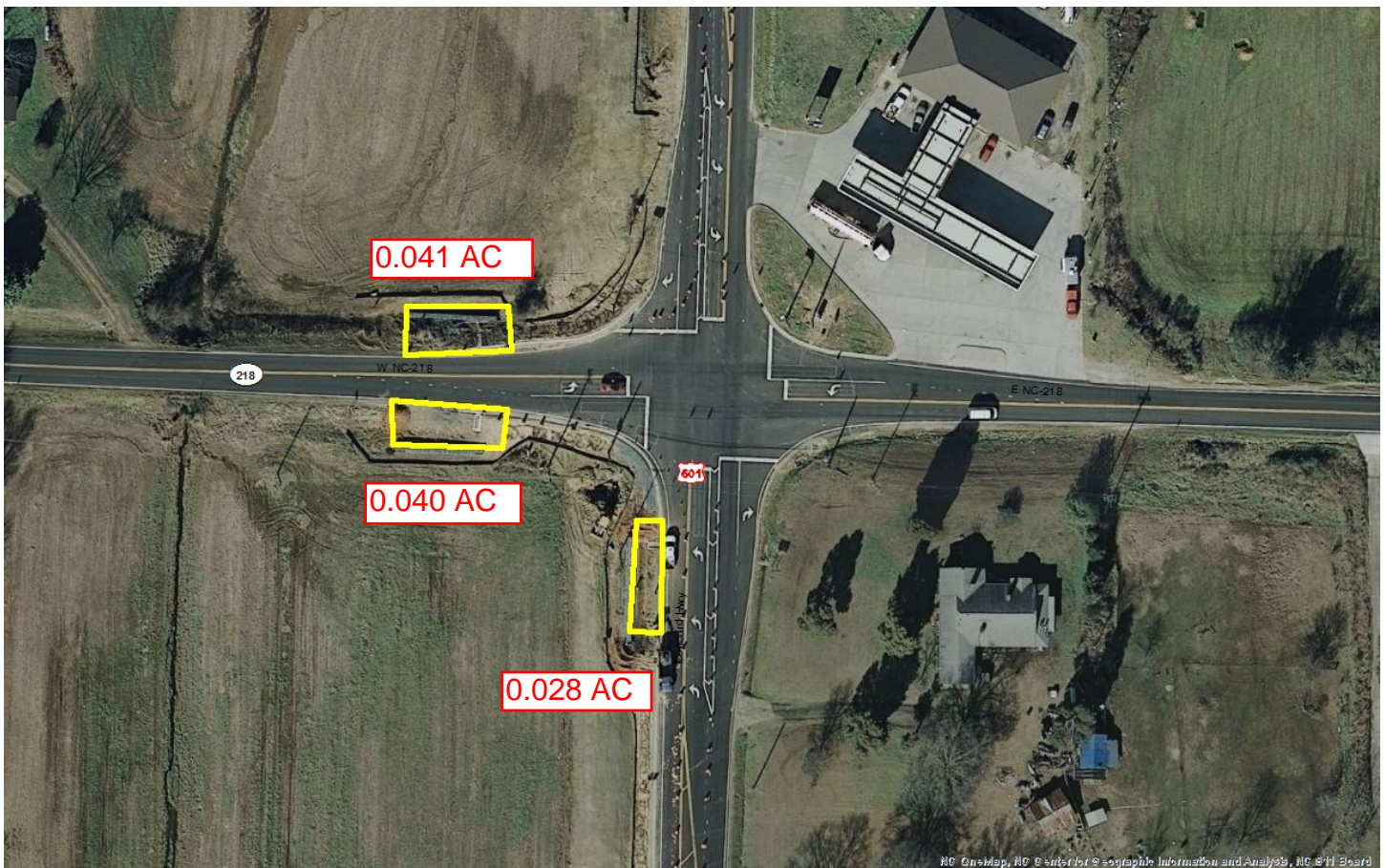
Northwoods Dr

NC OnMap, NC Center for Geographic Information and Analysis, NC State Board

NC 218, west of US 601



US 601 and NC 218



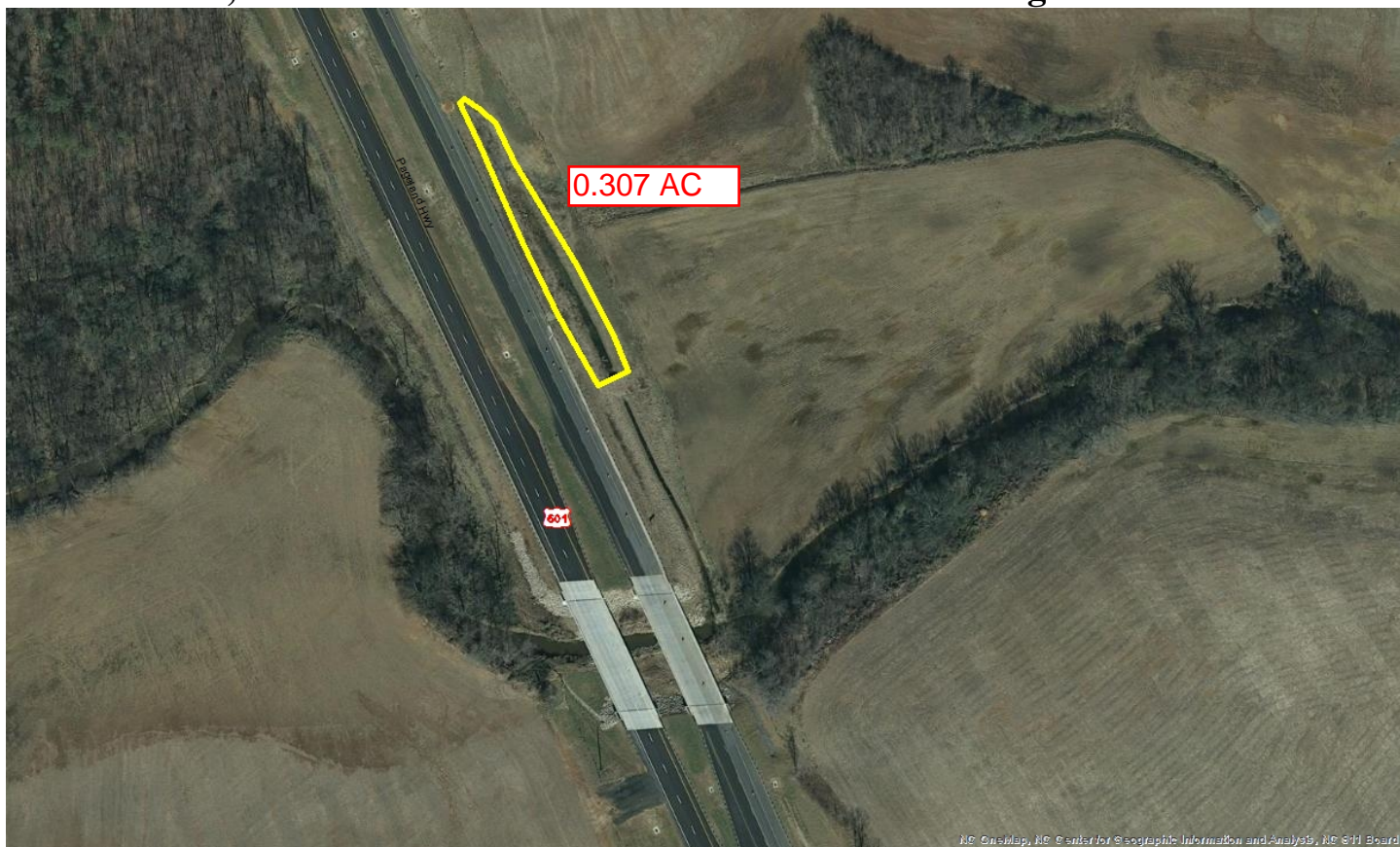
US 601 south, south of White Store Rd.



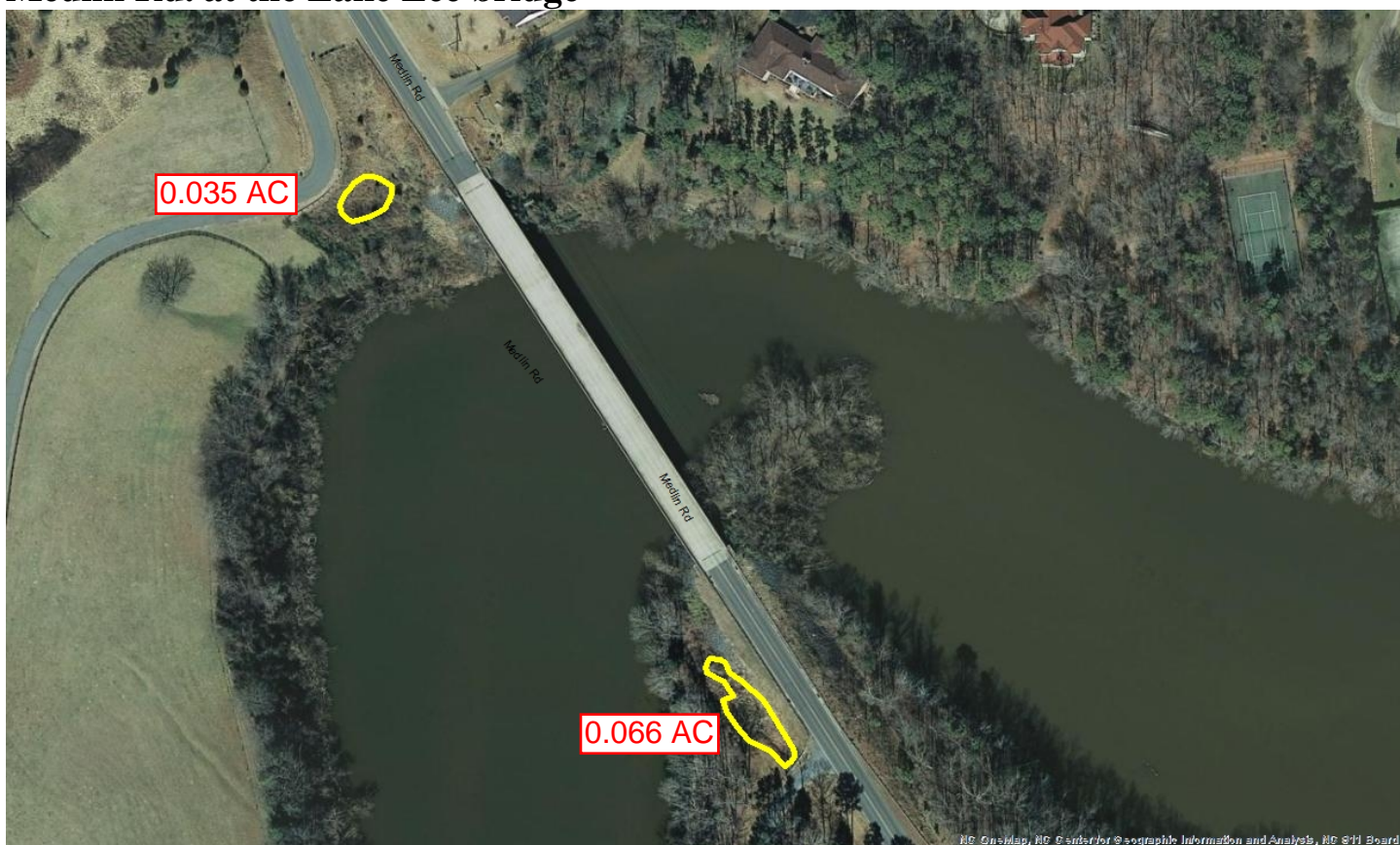
US 601 south, just north of Macedonia Church Rd.



US 601 north, north of Lansford Dr. at the Lane's Creek bridge



Medlin Rd. at the Lake Lee bridge



Earnhardt Rd., between NC 3 and I-85



NC 24/27 on east side of Locust



I-485 inner, at beginning of exit 30, ramp off to I-85



I-485 inner, between MM 28.8 & 30.0



Mallard Crk. Ch. Rd., between Amanda Ellen & Odell Sh. Rd.



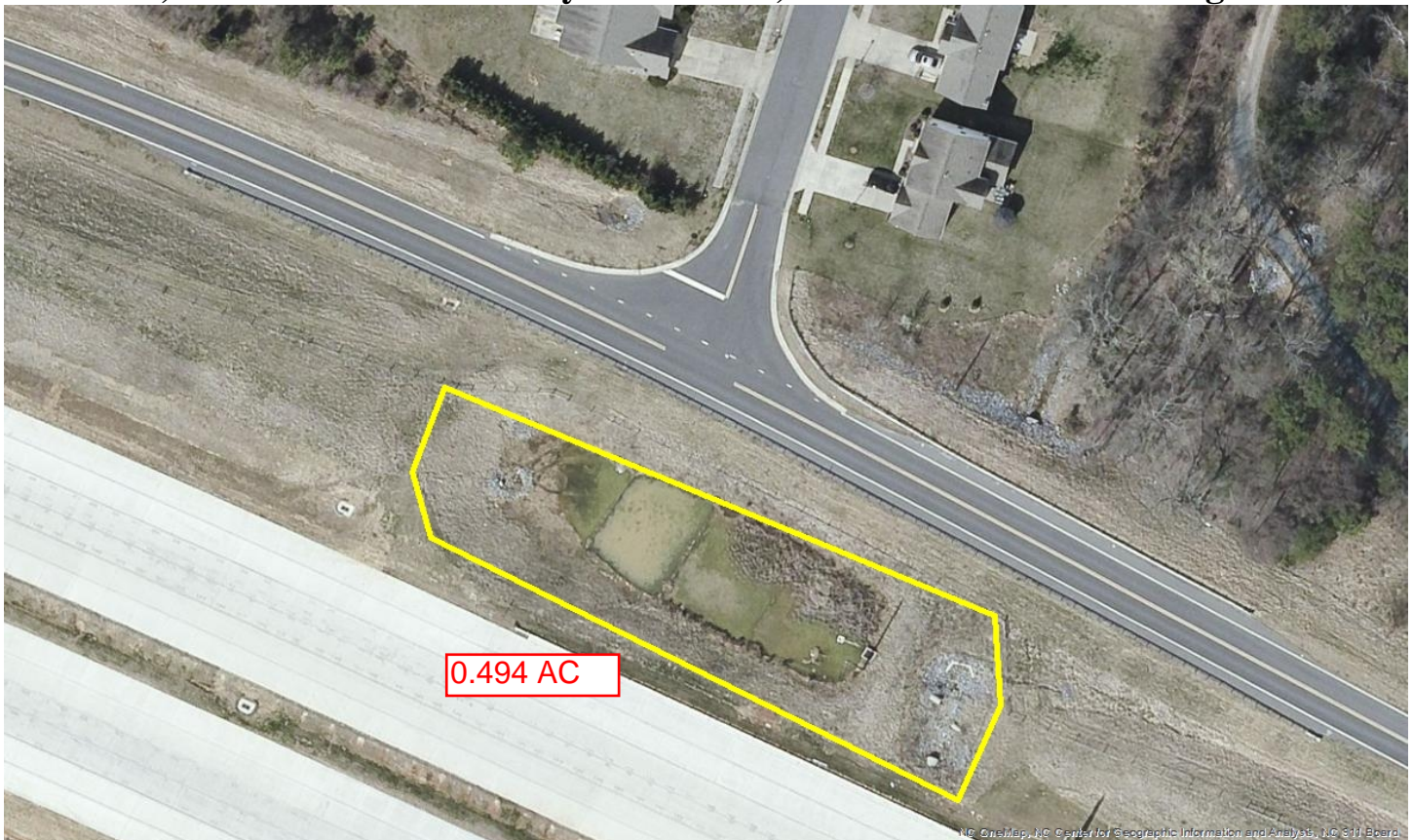
I-485 inner, quadrant at on ramp from Mallard Crk. Ch. Rd.



I-485 inner, at exit 28, Mallard Creek Church Rd.



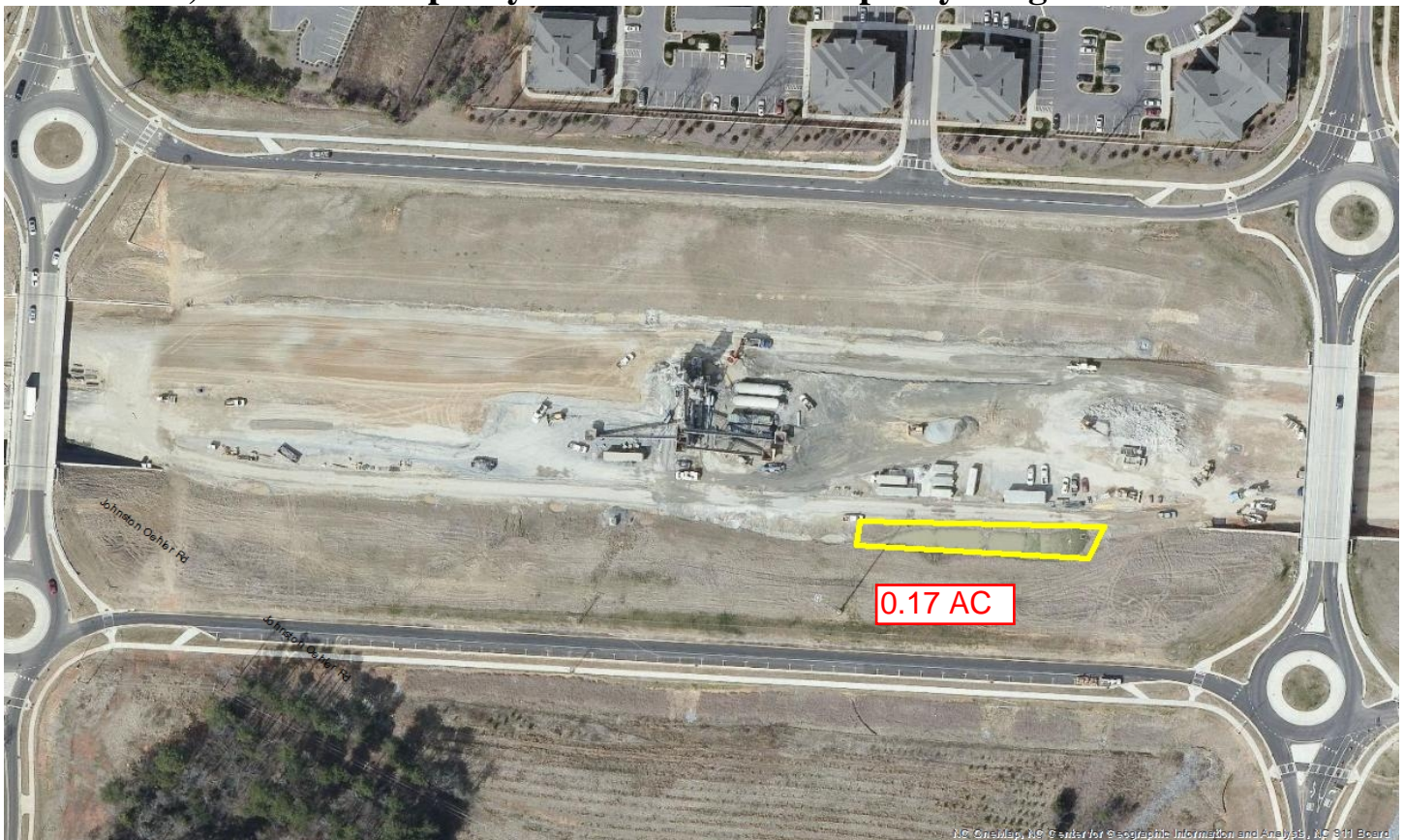
485 outer, between 485 and Jimmy Oehler Rd., across from Wallace Ridge Dr.



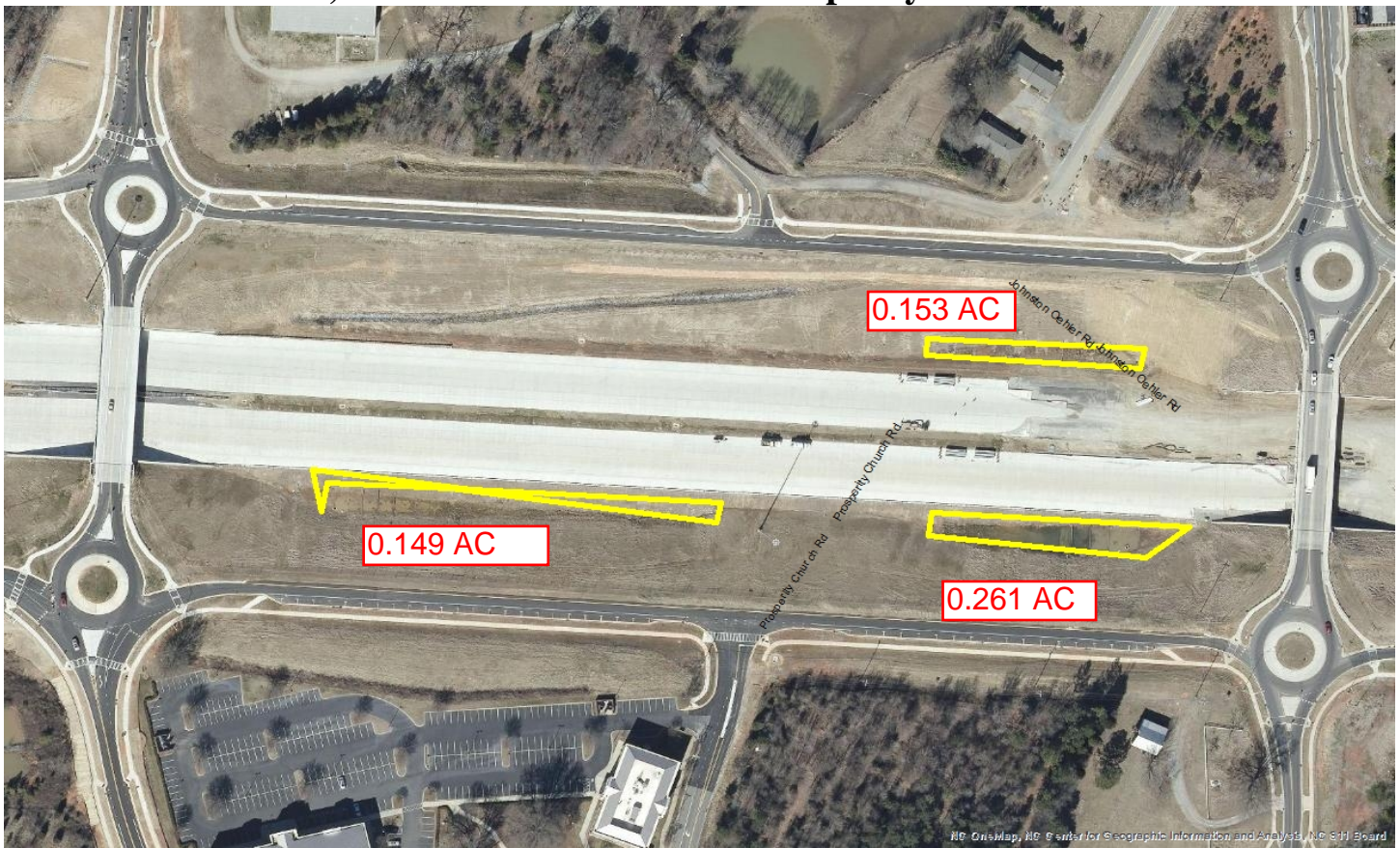
485 outer, beside of Jimmy Oehler Rd., near cell phone tower



I-485 inner, between Prosperity Church Rd. & Prosperity Ridge Rd.



485 inner and outer, between Benfield Rd. & Prosperity Church Rd.



485 inner, exit 26, exit for Benfield Rd.



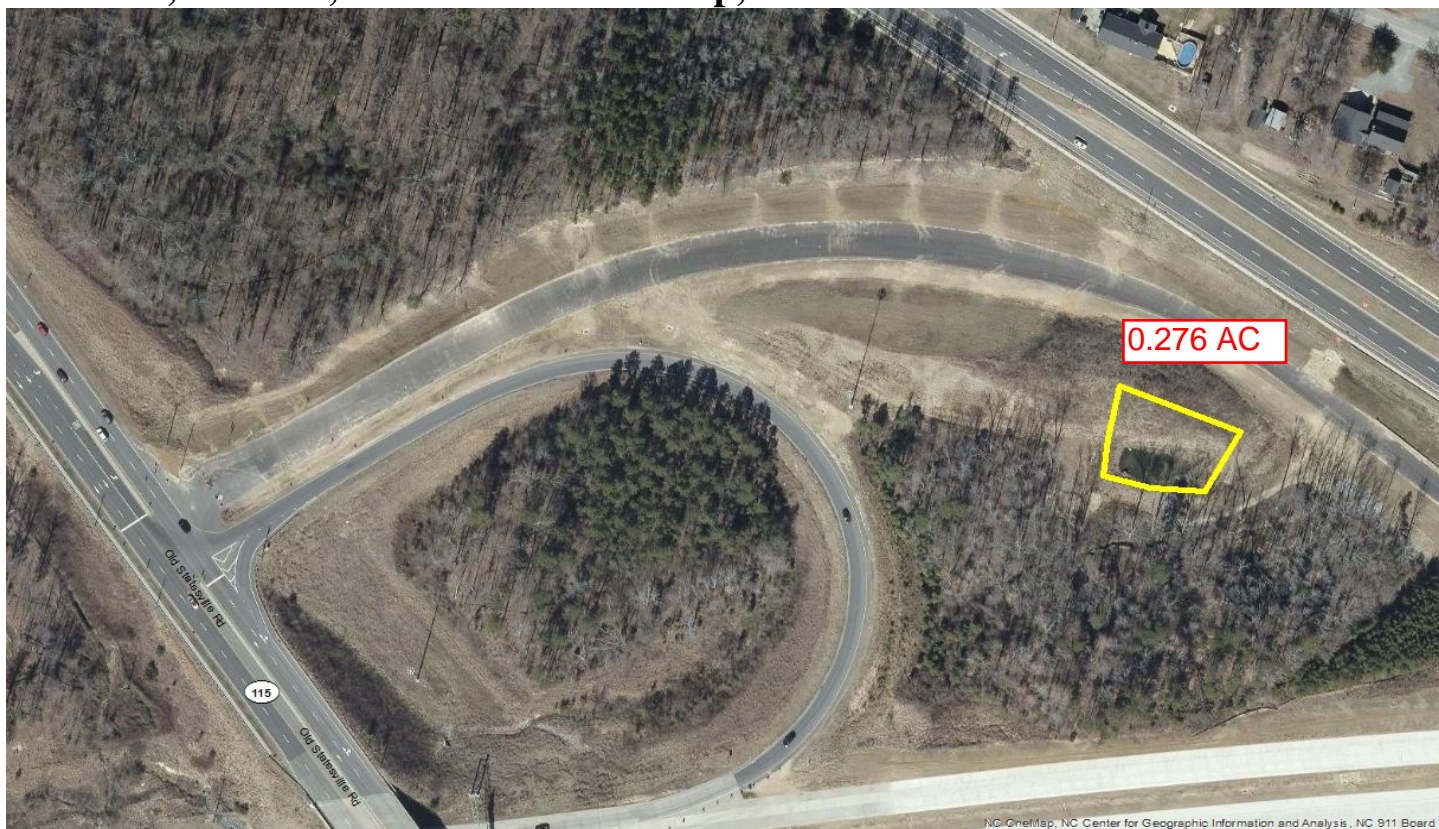
485 outer, at beginning of exit 23, between 485 and Eastfield Rd., east of RR Tracks



485 outer, exit 23C, between off ramp and Eastfield Rd.



485 outer, exit 23C, on left side of off ramp, behind berm



485 inner, on left side of on ramp from NC 115



Poplar Tent Rd., between Derita Rd. and Poplar Woods Dr.



Poplar Tent Rd., south side of I-85, before round about



NC 200, on southeast side of bridge over Chinkapin Creek, approximately 0.75 miles north of New Salem Rd.



State of North Carolina
Department of Transportation



Small Business Enterprise (SBE) Form

Send completed form to:

Office of Equal Opportunity
& Workforce Services
ATTN: SBE Program Manager
1511 Mail Service Center
Raleigh, NC 27699-1511
Fax: 919-508-1818

Page 1 of 5

(Name of Business)

(Owner's Name – First Middle Last)(Title)

(Street address) (City) (State) (Zip)

(Mailing address if different from the Street Address) (City) (State) (Zip)

(Business Telephone) (Fax Number) ()

(Email Address)

(FEDERAL TAX I.D. NUMBER/ SOCIAL SECURITY NUMBER)

Is your business affiliated with any other firm(s)? Yes____ No____: If Yes, list company: _____

A Business with an annual gross income over \$1.5 million (exclusive of materials) is not eligible to participate in the North Carolina Department of Transportation (NCDOT) Small Business Enterprise (SBE) Program.

I hereby certify that the Business listed above meets the criteria for the NCDOT Small Business Enterprise Program in accordance with the NCAC and Small Business Enterprise Program Guidelines. Insurance as required by NCDOT shall be in the name of the Business and certificate of insurance shall be attached to the contract proposal as required. The above Business shall have its own financial resources. Information submitted may be subject to verification by NCDOT. False statements on this application or in contract submittals may result in all applicable civil and criminal penalties being imposed, including but not limited to the above firm being barred from doing business with NCDOT.

The Business shall comply with all terms and conditions of any contract awarded. The contract consists of, but is not necessarily limited to the proposal or "bid" submitted, the plans for the project, the specifications for the project and any supplemental agreements entered into.

NOTE - AFFIDAVIT SHALL BE NOTARIZED

STATE OF: _____

COUNTY OF _____

I _____, **A Notary Public for said State, County, do hereby certify that**
_____ **personally appeared before me this day and acknowledged the**
due execution of the foregoing instrument.

Witness my hand and official seal, this _____ **day of** _____ **20** _____

(Signature Owner/Officer)

(Notary Signature)

Seal }

My commission expires _____ **20** _____

**State of North Carolina
Department of Transportation**



**Small Business Enterprise
Form**

Send completed form to:

Office of Equal Opportunity
& Workforce Services
ATTN: SBE Program Manager
1511 Mail Service Center
Raleigh, NC 27699-1511

Page 2 of 5

Directions: *Indicate the type(s) of work your firm is interested in bidding on:*

| | |
|--|--|
| <p>Hauling</p> <ul style="list-style-type: none"> <input type="checkbox"/> Hauling (Asphalt) <input type="checkbox"/> Hauling (Gravel, sand, debris, etc – not asphalt) <p>Landscaping and Erosion Control</p> <ul style="list-style-type: none"> <input type="checkbox"/> Mowing <input type="checkbox"/> Temporary Silt Fence <input type="checkbox"/> Landscape Planting <input type="checkbox"/> Seeding and Mulching <input type="checkbox"/> Selective Vegetation Removal <input type="checkbox"/> Litter Removal <p>Concrete and Masonry</p> <ul style="list-style-type: none"> <input type="checkbox"/> Brick masonry construction <input type="checkbox"/> Concrete curb and gutter <input type="checkbox"/> Incidental concrete construction <input type="checkbox"/> Sidewalk, driveways, wheelchair ramps <input type="checkbox"/> Concrete Barrier <p>Drainage</p> <ul style="list-style-type: none"> <input type="checkbox"/> Subsurface Drainage Installation <input type="checkbox"/> Pipe Culverts / storm drain installation <p>Utility Installation</p> <ul style="list-style-type: none"> <input type="checkbox"/> Waterline Installation <input type="checkbox"/> Sanitary Sewer Installation <p>Ferry Division</p> <ul style="list-style-type: none"> <input type="checkbox"/> Marine Welding <input type="checkbox"/> Roof Replacements <input type="checkbox"/> Utility Road Bores <input type="checkbox"/> Plumbing repair services <input type="checkbox"/> Refrigeration repairs <input type="checkbox"/> HVAC repairs <input type="checkbox"/> Marine HVAC repairs <input type="checkbox"/> Floor tile installation <input type="checkbox"/> Metal fabrication work <input type="checkbox"/> Janitorial services <input type="checkbox"/> Concrete repair work <input type="checkbox"/> Wastewater services | <p>Highway Preparation and Grading</p> <ul style="list-style-type: none"> <input type="checkbox"/> Clearing and grubbing <input type="checkbox"/> Roadway grading and excavation <p>Paving</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asphalt surface treatment <input type="checkbox"/> Concrete Pavement <input type="checkbox"/> Milling Asphalt Pavement <input type="checkbox"/> Crack and Joint Seal <p>Highway Finishing/Guardrail</p> <ul style="list-style-type: none"> <input type="checkbox"/> Pavement Marking <input type="checkbox"/> Permanent Signing <input type="checkbox"/> Fence <input type="checkbox"/> Guardrail <p>Safety and ITS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Sign lighting systems <input type="checkbox"/> Signal traffic management system <input type="checkbox"/> Work Zone Signing <p>Aviation</p> <ul style="list-style-type: none"> <input type="checkbox"/> Vertical Construction <input type="checkbox"/> Clearing & Grubbing <input type="checkbox"/> Paving <input type="checkbox"/> Electrical Projects <p>Transit</p> <ul style="list-style-type: none"> <input type="checkbox"/> Commercial/Institutional Building Construction <input type="checkbox"/> Plumbing <input type="checkbox"/> Heating/Air Conditioning <input type="checkbox"/> Janitorial <input type="checkbox"/> Solid Waste Collection <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Building removal and demolition <input type="checkbox"/> Construction Surveying <input type="checkbox"/> Painting Steel Structure |
| <p>The following information is collected for reporting purposes only</p> | |
| <p>Please indicate gender of firm's owner:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Male <input type="checkbox"/> Female | <p>Please indicate ethnicity of firm's owner:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> African American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcontinent Asian American |

State of North Carolina Department of Transportation
Small Business Enterprise Form

Page 4 of 5

| Please check the Divisions or Counties in which you are seeking work | | | |
|--|--|--|--|
| Division | District 1 | District 2 | District 3 |
| <input type="checkbox"/> One | <input type="checkbox"/> Camden <input type="checkbox"/> Currituck <input type="checkbox"/> Dare <input type="checkbox"/> Gates <input type="checkbox"/> Pasquotank <input type="checkbox"/> Perquimans | <input type="checkbox"/> Bertie <input type="checkbox"/> Hertford <input type="checkbox"/> Northampton | <input type="checkbox"/> Chowan <input type="checkbox"/> Hyde <input type="checkbox"/> Martin <input type="checkbox"/> Tyrrell <input type="checkbox"/> Washington |
| <input type="checkbox"/> Two | <input type="checkbox"/> Beaufort <input type="checkbox"/> Pitt | <input type="checkbox"/> Carteret <input type="checkbox"/> Craven <input type="checkbox"/> Pamlico | <input type="checkbox"/> Greene <input type="checkbox"/> Jones <input type="checkbox"/> Lenoir |
| <input type="checkbox"/> Three | <input type="checkbox"/> Onslow <input type="checkbox"/> Pender | <input type="checkbox"/> Duplin <input type="checkbox"/> Sampson | <input type="checkbox"/> Brunswick <input type="checkbox"/> New Hanover |
| <input type="checkbox"/> Four | <input type="checkbox"/> Edgecombe <input type="checkbox"/> Halifax | <input type="checkbox"/> Nash <input type="checkbox"/> Wilson | <input type="checkbox"/> Johnston <input type="checkbox"/> Wayne |
| <input type="checkbox"/> Five | <input type="checkbox"/> Wake | <input type="checkbox"/> Durham <input type="checkbox"/> Granville <input type="checkbox"/> Person | <input type="checkbox"/> Franklin <input type="checkbox"/> Vance <input type="checkbox"/> Warren |
| <input type="checkbox"/> Six | <input type="checkbox"/> Robeson | <input type="checkbox"/> Cumberland <input type="checkbox"/> Harnett | <input type="checkbox"/> Bladen <input type="checkbox"/> Columbus |
| <input type="checkbox"/> Seven | <input type="checkbox"/> Alamance <input type="checkbox"/> Orange | <input type="checkbox"/> Guilford | <input type="checkbox"/> Caswell <input type="checkbox"/> Rockingham |
| <input type="checkbox"/> Eight | <input type="checkbox"/> Chatham <input type="checkbox"/> Randolph | <input type="checkbox"/> Hoke <input type="checkbox"/> Lee <input type="checkbox"/> Moore | <input type="checkbox"/> Montgomery <input type="checkbox"/> Richmond <input type="checkbox"/> Scotland |
| <input type="checkbox"/> Nine | <input type="checkbox"/> Davidson <input type="checkbox"/> Rowan | <input type="checkbox"/> Davie <input type="checkbox"/> Forsyth <input type="checkbox"/> Stokes | |
| <input type="checkbox"/> Ten | <input type="checkbox"/> Cabarrus <input type="checkbox"/> Stanly | <input type="checkbox"/> Mecklenburg | <input type="checkbox"/> Anson <input type="checkbox"/> Union |
| <input type="checkbox"/> Eleven | <input type="checkbox"/> Alleghany <input type="checkbox"/> Surry <input type="checkbox"/> Yadkin | <input type="checkbox"/> Avery <input type="checkbox"/> Caldwell <input type="checkbox"/> Watauga | <input type="checkbox"/> Ashe <input type="checkbox"/> Wilkes |
| <input type="checkbox"/> Twelve | <input type="checkbox"/> Cleveland <input type="checkbox"/> Gaston | <input type="checkbox"/> Alexander <input type="checkbox"/> Iredell | <input type="checkbox"/> Catawba <input type="checkbox"/> Lincoln |
| <input type="checkbox"/> Thirteen | <input type="checkbox"/> Burke <input type="checkbox"/> McDowell <input type="checkbox"/> Mitchell <input type="checkbox"/> Rutherford | <input type="checkbox"/> Buncombe <input type="checkbox"/> Madison <input type="checkbox"/> Yancey | |
| <input type="checkbox"/> Fourteen | <input type="checkbox"/> Henderson <input type="checkbox"/> Polk <input type="checkbox"/> Transylvania | <input type="checkbox"/> Haywood <input type="checkbox"/> Jackson <input type="checkbox"/> Swain | <input type="checkbox"/> Cherokee <input type="checkbox"/> Clay <input type="checkbox"/> Graham <input type="checkbox"/> Macon |

| | | | |
|--|------------------------------------|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Public Transportation Division | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide |
| <input type="checkbox"/> Rail Division | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide |
| <input type="checkbox"/> Aviation Division | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide |
| <input type="checkbox"/> Bicycle/Pedestrian Division | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide | <input type="checkbox"/> Statewide |
| <input type="checkbox"/> Ferry Division | <input type="checkbox"/> Brunswick | <input type="checkbox"/> New Hanover | <input type="checkbox"/> Other |
| <input type="checkbox"/> Purchasing | <input type="checkbox"/> General | <input type="checkbox"/> | <input type="checkbox"/> |

North Carolina Department of Transportation**EXECUTION OF BID****NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION****CORPORATION**

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

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

 Full name of Corporation

 Address as Prequalified

Attest

 Secretary/Assistant Secretary
Select appropriate title

By

 President/Vice President/Assistant Vice President
Select appropriate title

 Print or type Signer's name

 Print or type Signer's name
CORPORATE SEAL**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

____ day of _____ 20___.

NOTARY SEAL

 Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

 Full Name of Partnership

 Address as Prequalified

By

 Signature of Witness

 Signature of Partner

 Print or type Signer's name

 Print or type Signer's name
AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION****INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified_____
Signature of Contractor, Individually_____
Print or type Signer's Name_____
Signature of Witness_____
Print or type Signer's name**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

(3-3-2014)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

CONTRACT BID FORM**Description: Storm Water Basin Maintenance****County: Anson, Cabarrus, Mecklenburg, Stanly and Union****Bid Opening Date: May 4, 2016**

| LINE NO. | MASTER ITEM NO. | SEC NO. | ITEM DESCRIPTION | EST. QUANT. | UNIT | UNIT PRICE | AMOUNT BID |
|----------|-----------------|---------|-------------------------------|-------------|------|------------|------------|
| 1 | 0000970000-E | SP | Storm Water Basin Maintenance | 43.6 | AC | | |
| | | | | | | | |
| | | | | | | | |

| | |
|-------------------------------|-----------------|
| TOTAL BID FOR PROJECT: | \$ _____ |
|-------------------------------|-----------------|

CONTRACTOR_____Federal ID No._____

ADDRESS_____Contr. License No._____

Telephone No._____

Vendor Number_____

Authorized Agent_____Title_____

Signature_____Date_____

Witness_____Title_____

Signature_____Date_____

**CORPORATE
SEAL**