

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 7

PROPOSAL
ANNUAL RENEWABLE

DATE AND TIME OF BID OPENING: DECEMBER 15, 2022, AT 2:00 PM

MADATORY PRE-BID MEETING: NOVEMBER 28, 2022, AT 2:00 PM

CONTRACT ID: D7POC416

TIP NO.: I-3306AD

FEDERAL AID NO.: STATE FUNDED

WBS ELEMENT NO.: 34178.3.7

ROUTE NO.: I-40

LOCATION: FROM I-85 TO THE DURHAM COUNTY LINE

COUNTY: ORANGE

TYPE OF WORK: LIGHT & HEAVY TOWING AND RECOVERY PROGRAM

NOTICE:
 ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY PROJECT. NO BONDS, SURETIES OR MONETARY DEPOSITS REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. D7POC416
IN ORANGE COUNTY, NORTH CAROLINA**

Date _____ 20____

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D7POC416**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC416** in **Orange County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. If the Interested Parties List provision SP01 G02 is part of the proposal prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Interested Parties List provision SP01 G02.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 1584 Y1584 YANCEYVILLE STREET, GREENSBORO, NC 27405, BY 2:00 PM ON, DECEMBER 15, 2022.**
12. **The sealed bid envelope must display the bidding Contractor's name and address on the front.**
13. The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR D7POC416– ORANGE COUNTY LIGHT & HEAVY TOWING AND RECOVERY PROGRAM TO BE OPENED AT 2:00 PM ON, DECEMBER 15, 2022.
14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

N. C. DEPARTMENT OF TRANSPORTATION
ATTN: Jennifer A. Sour
1584 Yanceyville Street
Greensboro, NC 27405

Note: The US Post Office cannot guarantee delivery by a certain day. Any bid package received after the designated bid opening deadline, for any reason, shall be considered non-responsive, will not be opened and read, and will be returned.

MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 1-310

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on **Monday, November 28, 2022 at 2:00 PM** at the following location:

Place: Division Seven Office – Project Delivery Conference Room
Location: 1584 Yanceyville Street, Greensboro, NC 27405

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster prior to the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Any individual arriving after the official roster has been received by the Engineer will not be eligible to bid. Attendance at any prior pre-bid conference will not meet the requirement of this provision.

LEGISLATIVE AUTHORITY (QUICK CLEARANCE LAW) – NC GENERAL STATUTE
§ 20-161 (IN PART), SECTION (f)

(f) An investigating law enforcement officer, with the concurrence of the Department of Transportation, or the Department of Transportation, with the concurrence of the investigating enforcement officer, may immediately remove or cause to be removed from the State highway system any wrecked, abandoned, disabled, unattended, burned, or partially dismantled vehicle, cargo, or other personal property interfering with the regular flow of traffic, or which otherwise constitutes a hazard. In the event of a motor vehicle crash involving serious personal injury or death, no removal shall occur until the investigating law enforcement officer determine that adequate information has been obtained for preparation of a crash report.

No state or local law enforcement office, Department of Transportation employee, or person or firm contracting or assisting in the removal or disposition of any such vehicle, cargo, or other personal property shall be held criminally or civilly liable for any damage or economic injury related to carrying out or enforcing the provisions or this section.

DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **After Action Review (AAR):** The After-Action Review (AAR) is the recreation of events that occurred in order to review and assess the process, procedures and operations performed, and to identify the response effectiveness and areas for improvement during the incident period and future incidents.
- b) **BIR:** Begin Immediate Removal
- c) **Buyer:** The employee of the State or Other Eligible Entity that places an order with the Contractor
- d) **I-40 TRP Zone:** A designated portion of the interstate system and surrounding road network that has been assigned to a qualified towing and recovery company.
- e) **Clearance Time:** Time between the Being Immediate Removal to when travel lanes are confirmed clear.
- f) **Contract Administrator:** Representative of the Department of Transportation who corresponds with potential Contractors in order to identify and contract with that Contractor providing the greatest benefit to the State and who will administer this contract for the State.
- g) **Contractor (Contract Tower):** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a request for proposal.
- h) **Contract Tow Performance Infraction (Infraction):** Failure to meet removal or response times as required by incident classification and type.
- i) **Crash:** Vehicle collision in a tow contract zone resulting in property damage, personal injury, or death. Crash is an incident category sub-type used for event classification, performance measuring and incentive eligibility.
- j) **Delay of Process:** When circumstances dictate that the Contractor performance measure times be suspended for unforeseen circumstances at the incident. If a circumstance dictates time suspension, the beginning of the time suspension and restart time shall be determined by the NCDOT.
- k) **Disable Vehicle:** Vehicles that are not involved in a crash but are experiencing mechanical issues and cannot be moved under their own power.
- l) **DPD:** Durham Police Department
- m) **DWI Seizure:** Refers to Motor Vehicles that have been seized solely pursuant to state laws that allow seizure of vehicles from persons charged with driving while impaired (DWI).
- n) **E-Procurement Services:** The program, system and associated services through which the State conducts electronic procurement.
- o) **Hazard:** Hazards include vehicles that are not involved in a crash but are disable, unattended, immobile, or improperly park, as well as debris, cargo, mechanical equipment, or conveyances in the tow zone. Hazard is an incident category sub-type used for event classification, performance measuring, and incentive eligibility.
- p) **Immediate Removal Time:** The time between the Being Immediate Removal given to the contract towers by law enforcement or the NCDOT and the time when all affected travel lanes are cleared.

- q) **Incident:** An event that occurs on or along the roadway involving a vehicle, conveyance, or cargo that could affect the normal flow of traffic or warrant a response by law enforcement, IMAP, first responders or a tow and recovery company.
- r) **Incident Type:** An Incident sub-category to distinguish between a crash and a hazard. Incidents involving vehicle crashes maybe eligible for incentives. Incident involving hazards are ineligible for incentives.
- s) **Incident Classification:** Incidents are divided into three categories: minor, intermediate and major.
- t) **Intermediate Incident (also defined with examples in Project Special Provisions Table 1):** Intermediate Incidents typically affect travel lanes until the crashed vehicles are cleared from the roadway. These incidents usually involve at least a single lane blockage due to a crashed vehicle. Full roadway closures might be needed for short periods during traffic incident clearance to allow incident responders to complete their tasks.
- u) **Lot:** A grouping of similar products.
- v) **Major Incident (also defined with examples in Project Special Provisions Table 1):** Major Incidents typically involve multiple lanes closures in one or more directions. Major Incidents usually activate predetermined response plans and detour routes. Major light-duty crashes typically involve multiple passenger vehicles, serious injuries, or fatalities. Major heavy-duty crashes typically involve overturned commercial motor vehicles. Major Incidents could be Crash Type or Hazard Type.
- w) **Minor Incident (also defined with examples in Project Special Provisions Table 1):** Minor incidents are typically disabled vehicles and minor crashes with minimal disruption to the flow of traffic. Crashed vehicle (regardless of damage or seriousness of injuries) or hazardous vehicles in which staging, investigations, and recovery is done in a location and fashion that does not disrupt the flow of traffic.
- x) **NCAC:** North Carolina Administrative Code
- y) **NCDOT:** North Carolina Department of Transportation
- z) **PAR Meetings:** Post Award Review Meetings
- aa) **Removal Time:** The time between the Call for Service to the contract tower until the contract tower has successfully secured and removed the minor incident from the tow zone area.
- bb) **Qualified Proposal:** A responsive proposal submitted by a responsible Contractor.
- cc) **RFP:** Request for Proposal
- dd) **Safety Tow:** Wrecker response to remove a disabled or wrecked vehicle from the roadway or shoulder of the contract tow zone and relocate it to a nearby location with services (e.g. gas station, restaurant, etc.) possibly outside project limits. In some instances, the vehicle's owner or legal processor is requesting a specific wrecker company (e.g. owner's request), does not want the vehicle removed and stored at the Contractor's lot, and the vehicle's owner or legal processor agrees to stay with the vehicle until the owner's requested wrecker service arrives.
- ee) **SHP:** State Highway Patrol
- ff) **State:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- gg) **State Agency:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- hh) **STOC:** Statewide Transportation Operation Center

- ii) **TIM:** Traffic Incident Management
- jj) **TMD:** Transportation management Center
- kk) **TRP:** Tow and Recovery Program
- ll) **Vehicle Owner:** Registered or titled owner of the Motor Vehicle or someone authorized in writing by the Vehicle Owner to regain possession from the Tow Center Provide.

PROJECT SPECIAL PROVISIONS – GENERAL**PROJECT DESCRIPTION:**

The I-40 Light and Heavy Towing and Recovery Program (I-40 Light & Heavy TRP) has been initiated by the NCDOT to ensure qualified towing and recovery companies safely, quickly, and adequately respond to and clear crash and/or incident scenes within the I-40 widening project influence area, in a timely and efficient manner.

CONTRACTOR PREQUALIFICATION:

(10-18-22)

102

SP1 G01

Revise the *2018 Standard Specifications* as follows:

Page 1-10, Subarticle 102-2(A) Bidder Prequalification, lines 30-31, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the prospective bidder file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting.

Page 1-11, Subarticle 102-2(B) Purchase Order Bidder Prequalification, lines 16-18, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the applicant file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given bid opening for their bid to be considered.

Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, lines 44-45, delete and replace the first sentence with the following:

The subcontractor shall file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before beginning work.

Page 1-12, Subarticle 102-2(E) Renewal and Requalification, lines 38-40, delete and replace the first sentence with the following:

It is recommended that the renewing or requalifying firm file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting for their bid to be considered.

DIVISION LET CONTRACT PREQUALIFICATION:

(01-21-20)(Rev 11/16/22)-

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

The Contractor and all Subcontractors must be prequalified with the NCDOT for Work Codes 1115 (Light Tow and Recovery) and 1120 (Heavy Tow and Recovery).

CONTRACT TIME FOR ID/IQ:

(2-15-22)

108

SP1 G11

The date of availability for this contract is **January 11, 2023**.

The completion date for this contract is **January 10, 2024**.

Liquidated Damages will not be a part of this contract. Instead, monetary penalties will take place through the use of *Contract Tow Infractions* and *Performance Disincentives*. Infractions and Disincentives will be in accordance with *Section 4 – Performance Measure Requirements and Compensation*, located in the *Project Special Provisions for Light and Heavy Towing and Recovery Program*, included elsewhere in this contract.

SITE INVESTIGATION AND REPRESENTATION:

(3-3-2014)

102-6

SPD 01-280

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation.
- (B) He is familiar with the availability and cost of labor and materials.
- (C) He will adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations.
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in

contract time or contract prices will be made due to the Contractor’s negligence in familiarizing himself with the contract or project site(s).

BIDS OVER LIMIT:

(01-30-14)(Rev 11-16-22)

SPD 01-400

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5 million, the bid will not be considered for award.

BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

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

SUBLETTING OF CONTRACT:

(11-16-22)

DIV7

For the purpose of meeting capability requirements, the successful bidder shall not subcontract work under this contract to another individual or company not listed as a subcontractor on the submitted **ATTACHMENT B: I-40 ORANGE COUNTY LIGHT & HEAVY TOW AND RECOVERY PROGRAM** without the written permission of the NCDOT. All subcontractors must be prequalified in the work code(s) which are identified as work items. The Contractor is responsible for the performance of its subcontractors.

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.

SPECIALTY ITEMS:

(7-1-95)(Rev. 7-20-21)

108-6

SP1 G37

Items listed below will be the specialty items for this contract (see Article 108-6 of the *2018 Standard Specifications*).

Line #	Description
1	Monthly Service Fee (Zone 1)

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

(DIVISIONS):

(10-16-07)(Rev. 8-17-21)

102-15(J)

SP1 G67

Description

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

Definitions

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

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

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

Contract Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

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

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

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

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

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

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

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

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

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **0.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

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

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

(B) Women Business Enterprises **0.0 %**

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

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE / WBE goal. The Directory can be found at the following link.

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

- (1) *If the Combined MBE/ WBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.

- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word “None” or the number “0.” This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE’s or WBE’s participation will not count towards achieving the Combined MBE/WBE goal.
- (2) *If the Combined MBE/WBE Goal is zero, entries on the Listing of MBE and WBE Subcontractors are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.*

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

If the committed MBE/WBE participation submitted exceeds the algebraic sum of the Combined MBE/WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

Submission of Good Faith Effort

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

One complete set and 5 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder

actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

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

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

consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

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

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

(A) Participation

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

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the

contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially

useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services

provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.

- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work

- on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
 - (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (f) The listed MBE/WBE subcontractor is not a responsible contractor;
 - (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
 - (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
 - (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
 - (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.

- (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why MBE/WBE quotes were not accepted.
 - (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
 - (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

MULTI-YEAR MAINTENANCE CONTRACTS (ID/IQ):

(4-20-21) (Rev. 4-19-22)

SP1 G75

This contract is a multi-year maintenance contract let pursuant to the provisions of N.C. General Statute §136-28.1(b). No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.1(b), an award in a maintenance contract may be for an amount less but shall not exceed \$5,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR, § 200.216 **Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required*

for commercial operation of unmanned aircraft system, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

AWARD LIMITS:

(4-19-22)

103

SP1 G141

Revise the 2018 Standard Specifications as follows:

Page 1-29, Subarticle 103-4(C), Award Limits, line 4-8, delete and replace the first sentence in the first paragraph with the following:

A bidder who desires to bid on more than one project on which bids are to be opened in the same letting and who desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the form Award Limits on Multiple Projects for each project subject to the award limit.

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.

PROJECT SPECIAL PROVISIONS – ID/IQ**CONTRACT PERIOD:**

(2-19-14) (10-17-22)

SPD 01-600 (REV)

This contract shall be effective for one (1) contract period (12 months) beginning on the contract date of availability at the earliest, the date of the NCDOT-issued Purchase Order, or as directed by the Engineer. Towing operations shall not start until approval/notification from the NCDOT, via the issuance of a Work Order Assignment. At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods, for a maximum total of three (3) contract periods with a **Zero Percent (0%)** increase in prices each year. Therefore, the Unit Prices as bid, will remain in effect throughout the life of this contract, both for the initial period and any subsequent renewals.

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract. The Contractor must notify the Engineer in writing within **thirty (30) days** of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

The sale or transfer of the controlling interest in a company shall immediately terminate the contract.

In accordance with Section 107-15 of the *2018 Standard Specifications for Roads & Structures*, the Contractor shall provide an ACORD insurance certificate showing a minimum of \$5,000,000 Liability Insurance, along with proof of all other legally required insurance for each contract period.

WORK ORDER ASSIGNMENT (SINGLE AWARD CONTRACTS):

For purposes of this ID/IQ Towing Contract, the following definitions apply:

Project: An undertaking issued to a contractor through a Work Order Assignment. The required work duty under a Project Agreement may be accomplished by one or more work order assignments, from an ID/IQ contract. Note that for ID/IQ contracts this definition supersedes the definition in the *Standard Specifications*.

Award: The issuance of a signed Work Order Assignment by NCDOT shall constitute the notice of award of a project.

The Engineer will initiate towing operations under this contract by issuing a Work Order Assignment (WOA), using Form IDIQ-1SA. This WOA shall cover the first Contract Period, or portion thereof, as stated elsewhere. The Contractor shall respond to the WOA (in writing), signifying that he is equipped and ready to mobilize for road clearing operations, within three (3) working days of receipt of the WOA, unless noted otherwise by the Engineer.

Any renewals of the contract beyond the original contract period, will require that a new WOA be issued at the beginning of each of those subsequent renewal periods.

When towing requests for road clearances are received from Law Enforcement or NCDOT Personnel, the Tow & Recovery Contractor will be given a verbal Begin Immediate Removal (BIR) notification, for each incident. The Tower shall respond and conduct operations as specified in the included Light and Heavy Towing & Recovery Program provisions.

The Tow & Recovery Contractor shall be required to execute the work in a continuous and uninterrupted manner from the time they receive the verbal BIR notification for an incident, until satisfactory roadway clearance is achieved. Failure to complete work in accordance with these contract provisions may result in Infractions and Performance Disincentives as detailed elsewhere in this contract.

In addition, multiple failures by the Contractor to mobilize and begin work when issued BIR notifications within the agreed upon time frame, or failure to complete the work within the given time frame, may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

MOBILIZATION:

The Contractor shall mobilize to each incident within the clearance zone for which he receives a BIR notification. There will be no direct pay for Mobilization as it will be incidental to the other bid items.

DISPUTE RESOLUTION PROCESS FOR ID/IQ:

(2-15-22)

SPD 01-850

If a question should arise on the contract or assignment of a work order, the contractor should notify the Engineer noted on the assignment documentation or the Division Engineer within 48 hours after the scheduled time of bid opening or work order assignment. The following should be included in the notification if applicable:

- the contract for which bids were solicited;
- the particular law, regulation, or contract specification violated;
- a detailed description of the alleged violation; and
- any other information deemed to be relevant.

Once the initial evaluation has been completed, the contractor may be asked to attend a meeting for further discussion and clarification.

Once a determination has been made, the contractor will be notified of the decision by the Division Engineer. If the decision does not meet the satisfaction of the contractor, they have 24 hours from the Division Engineer's notification to elevate the dispute to the Chief Engineer. The Chief Engineer will make the final decision and will not be subject to further review by NCDOT.

MEASUREMENT AND PAYMENT:

The Contractor will be compensated at the contract unit price for monthly service fees bid on **ATTACHMENT A** and the performance incentives and disincentives as defined elsewhere in this contract.

INVOICES:

The Contractor shall submit invoices within **fifteen (15) calendar days** following the end of each month in which work was performed.

Invoices (including incentive claims) shall be submitted to:

North Carolina DOT – Division 7 Incident Management Unit
201 S. Chimney Rock Road
Greensboro, NC 27409
Attn: Mike Venable.

Invoices shall be submitted to the NCDOT Contract Administrator in hard copy on the Contractor's official letterhead stationery and shall be identified by a unique invoice number. All invoice backup reports and spreadsheets shall be provided in electronic format.

Invoices shall bear the correct contract number and purchase order number to ensure prompt payment. The Contractor's failure to include the correct purchase order number may cause delay in payment.

Invoices shall include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Contractor, and the original signature of the Contractor's project manager.

PROJECT SPECIAL PROVISIONS - ROADWAY**MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:**

11-17-21(Rev. 8-16-22)

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

TABLE 1101-1 MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with Article 1101-8 or as directed by the Engineer before use.

**PROJECT SPECIAL PROVISIONS – ORANGE COUNTY LIGHT AND HEAVY
TOWING & RECOVERY PROGRAM (TRP)**

1. Description of Tasks

The Tow and Recovery Contractor will be notified by the North Carolina Department of Transportation (NCDOT) that they have a request for a tow. **The Tower must have a supervisor/representative who is capable of determining and calling for the necessary tow and recovery equipment on-site within 20 minutes of the official notification from NCDOT. Being Immediate Removal (BIR) may be provided by the Law Enforcement Officer or the NCDOT. BIR can be given before all necessary equipment arrives.** The Tower will be required to clear all lanes of travel and remove all debris/vehicles/cargo from all lanes within the Maximum Immediate Removal Times shown in Table 3 and Table 5.

The general incident timeline for tow requests are anticipated to follow the timeline shown in Figure 1.

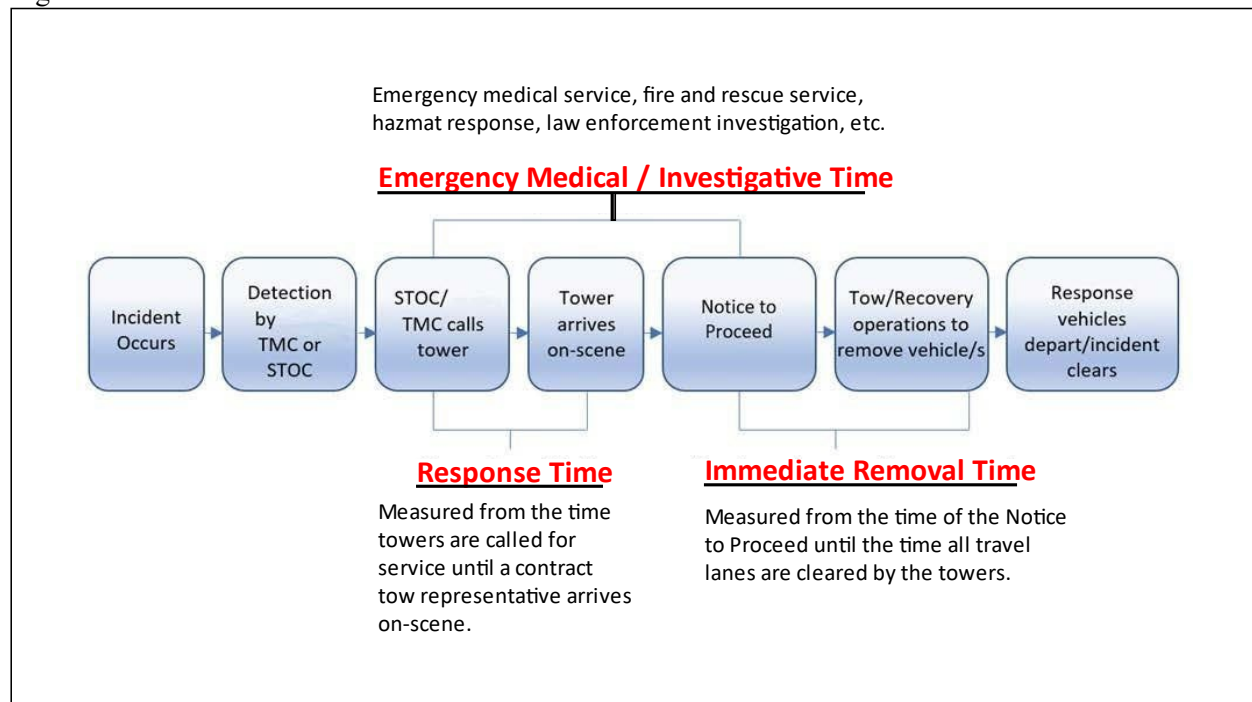


Figure 1 Incident Timeline for Tow Requests

The Contractor will be required to perform specialized towing within the defined project limits. The types of incidents and conditions in which the Contractor may be required to perform include, but are not limited to:

- Geographic challenges (tight spaces, minimal shoulder, slopes, heavy brush, etc.)
- Weather related (closing the road/bridges)
- Unusual challenges or circumstances affecting the roadway network
- Off-loading or cargo spill (or potential for spill) with clearance challenges

1.1 Traffic and Safety Mobility Areas

The Contractor shall:

- Be required to work in project-specific locations to aid in maintaining the movement of traffic during the I-40 Widening Project
- Perform towing and recovery operations to minimize incident duration on high-volume roadways and/or detour routes
- Accomplish all towing operations “with traffic flow” or in the same direction as traffic flow. The Contractor shall not tow against opposing traffic under any circumstances.
- Not cause material to be thrown into a live travel lane
- Not push or winch material into a live travel lane
- Perform all operations to minimize the negative impact to the movement of people and goods

The Contractor further agrees that sufficient operable towing vehicles and personnel will be available to adequately service the special towing needs occasioned by special events requiring towing, including but not limited to, declared emergencies or construction projects, as determined by the NCDOT or designee. The Contractor shall have their full complement of resources and equipment in anticipation of:

- Impending adverse weather
- Weekday peak hours
- Seasonal and/or special events traffic

1.2 Zone Assignments

The Tower is expected to be able to respond to incidents within the project limits and associated interchange ramps as defined in “Project Limits” below. Vehicles and cargo located on the project ramps will be towed in accordance with the mainline towing procedure.

The zone description that follows applies to both Light and Heavy-Duty zones. Zones are preliminary and are subject to change at the discretion of the Department.

1.3 Project Limits

There is one zone for this project as described here and as shown in Figures 2 through 7.

- I-40 from just west of the I-85/I-40 Split (mile marker 163) to the beginning of Exit 270 (US 15/501) at the Durham/Orange County line.
- Interchanges include:
 - I-85 Exit 163 (I-40), all ramps and overpasses/underpasses/collector ramps at that interchange

- I-40 Exit 261 (Old NC 86), and all ramps and overpasses/underpasses/collector ramps at that interchange
- I-40 Exit 263 (New Hope Church Road), and all ramps and overpasses/underpasses/collector ramps at that interchange
- I-40 Exit 266 (NC-86), and all ramps and overpasses/underpasses/collector ramps at that interchange

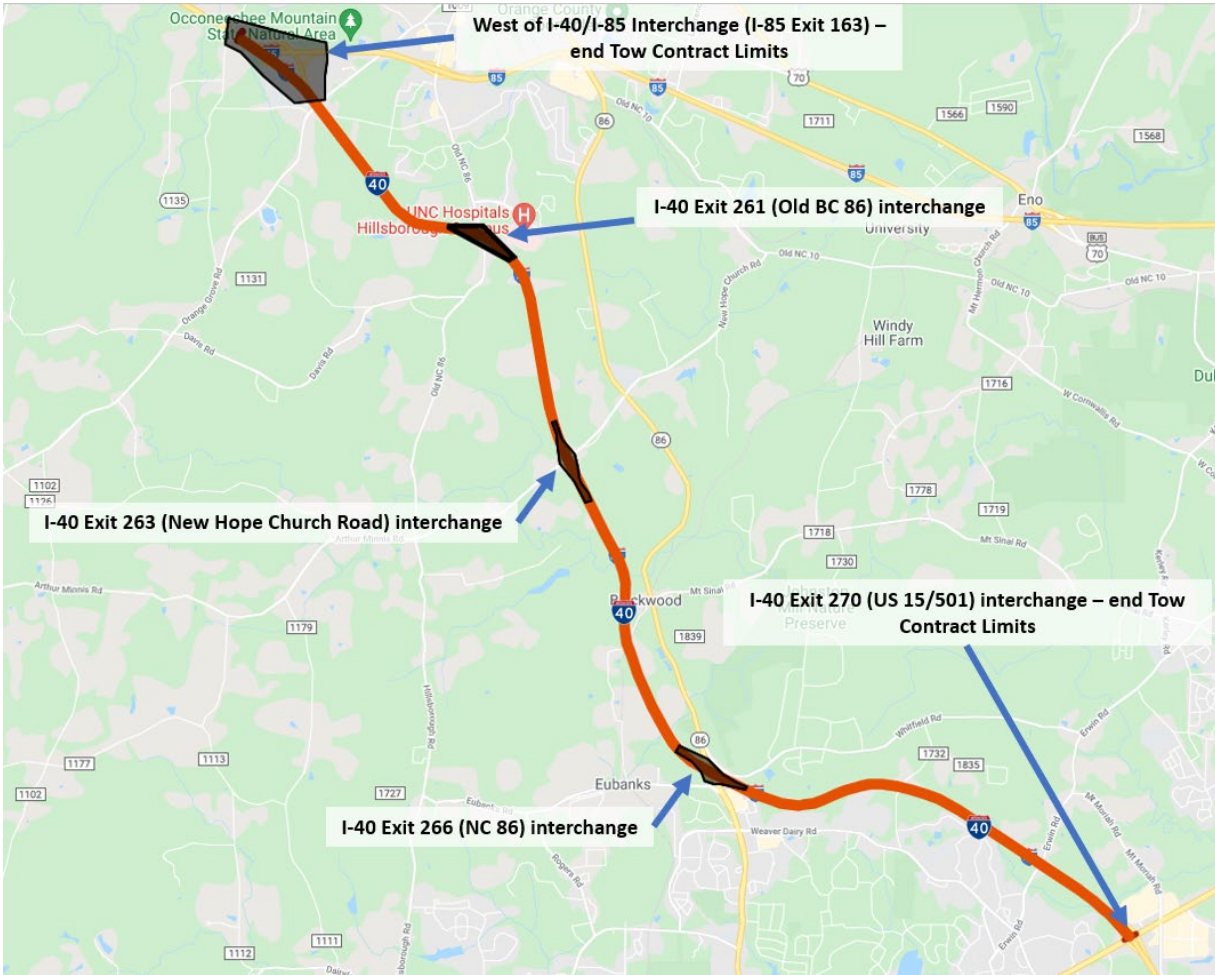


Figure 2 I-40 Tow Zone Map



Figure 3 I-40/I-85 Interchange (Exit 163)

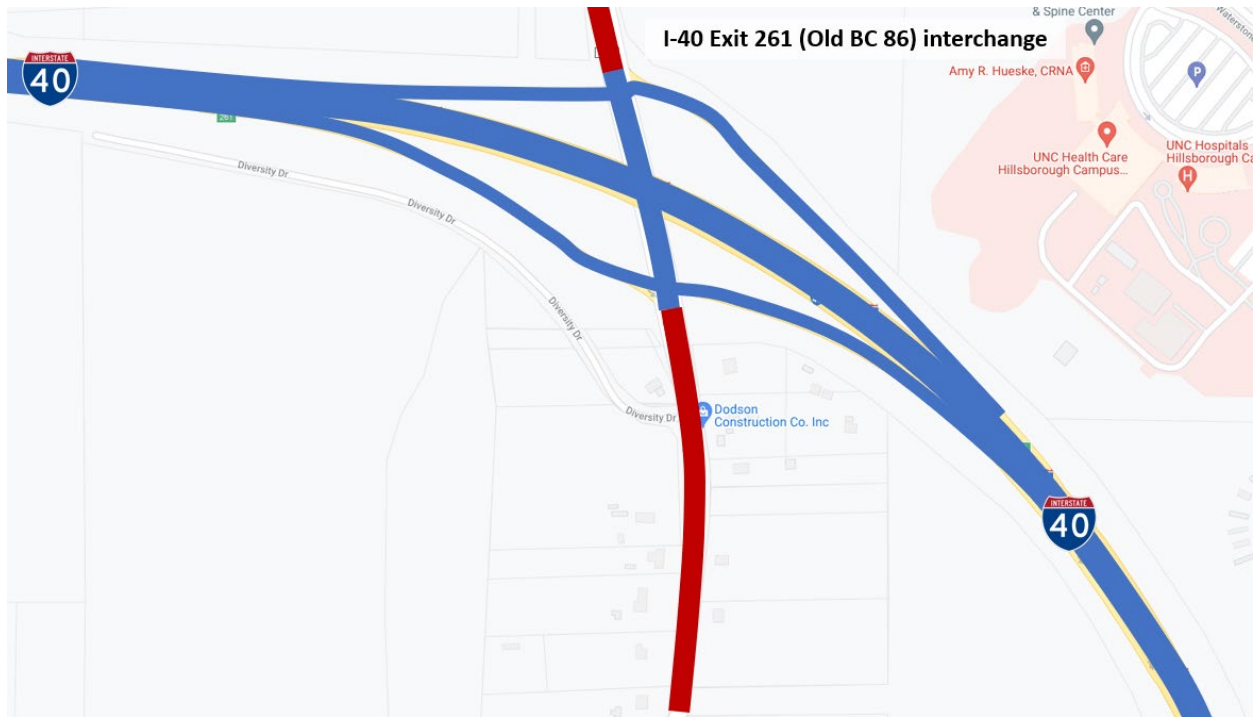


Figure 4 I-40 Interchange at Exit 261 (Old NC 86)



Figure 5 I-40 Interchange at Exit 263 (New Hope Church Rd)



Figure 6 I-40 Interchange at Exit 266 (NC 86)

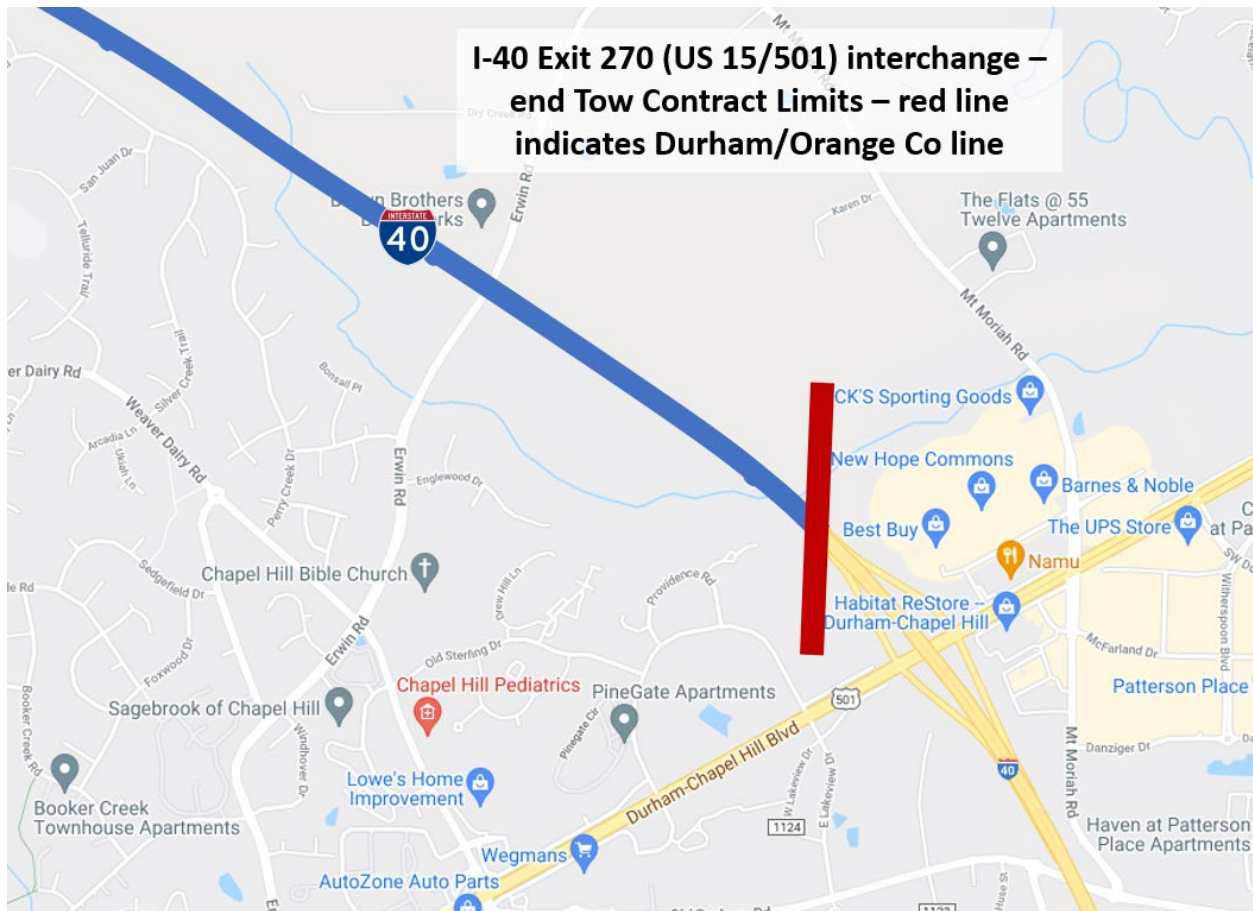


Figure 7 I-40 Interchange at Exit 270 (US 15/501)

2. Types of Incidents

North Carolina General Statute §20-161, which states that stopping on a highway is prohibited and authorizes removal of vehicles from public highway, does not differentiate between Light, Medium or Heavy Commercial Vehicles and/or Passenger Vehicles and therefore is applicable to all vehicle types.

Incidents will be categorized into one of three categories (minor, intermediate, and major) and two types (crash and hazard) as described in Table 1. NCDOT, at its sole discretion, will evaluate if the effort required to respond to an incident is within the minor, intermediate, or major incident category regardless of the characteristics of the incident.

Table 1 Incident Descriptions

Category	Type	Description
Minor	Crash	<p>Vehicle crashes (regardless of damage or seriousness of injuries) in which staging, investigation, and recovery is done in a location and fashion that does not disrupt the flow of traffic.</p> <ul style="list-style-type: none"> Crashes with minimal disruption to the flow of traffic usually involving only property damage. Vehicles can be moved out of the travel lanes under their own power or with minimal assistance. Crashes that authorize the owner to remove vehicles from the roadway under Fender Bender Laws. On-scene responders are typically law enforcement, towing companies, and occasionally Incident Management Assistance Patrol (IMAP). Law Enforcement, IMAP, and other responders have ability to stage and complete investigations out of the travel lanes.
	Hazard	<p>Vehicles that are not involved in a crash, are not in a travel lane, but are within the right of ways and are:</p> <ul style="list-style-type: none"> experiencing mechanical issues and cannot be moved under their own power (disable vehicles). out of travel lane but in a location that causes a hazard or hinders first emergency response to an incident. abandoned out of travel lanes for over 24 hours and properly vetted by law enforcement and/or IMAP. are parked in designated No Parking Zones due to work zone construction. <p>Debris or lost cargo that is out of the travel lanes but within the right of ways.</p>
Intermediate	Crash	<p>Crashes that typically affect travel lanes until the crashed vehicles are cleared from the roadway. Full roadway closures might be needed for short periods during traffic incident clearance to allow first responders to accomplish their tasks.</p> <ul style="list-style-type: none"> Involves at least a single lane blockage due to a crashed vehicle. For incentives to apply the crashed vehicles must be removed from the affected lane(s) by a towing vehicle (not IMAP). Rear-end chain reaction crashes involving more than two vehicles are categorized as intermediate events unless they involve significant clean-up or serious injuries. Under certain conditions a vehicle may not be in the travel lane but cause a lane closure due to the staging of emergency vehicles. If these circumstances exist and towers are involved in relocating the crashed vehicles, so that emergency vehicles can clear all travel lanes, towers maybe eligible for intermediate incentives. Each incident will be evaluated based on available documentation (including photos or videos provided by the contract towers). Does not apply if towers create the lane closure due to the positioning of equipment. Intermediate incidents are not limited to passenger vehicles. Commercial Motor Vehicles maybe involved in an intermediate incident if they do not require uprighting, excessive clean-up or other unusual circumstances. <p>Intermediate incentives will only apply on an interchange if the crash closes the interchange or creates a situation that affects travel on the main travel lanes of the intersecting highways. Crashed vehicles on interchanges will not qualify as an intermediate lane closure if other vehicles are able to travel around them.</p>
	Hazard	<p>Disabled Vehicles in a travel lane that have not been involved in a crash but cannot move under their own power.</p> <p>Hazardous debris, lost cargo, mechanical equipment, or conveyances in a travel lane will be considered a hazard.</p>

Category	Type	Description
Major	Crash	<p>Traffic crashes involving multiple lane closures in one or more directions. Major incidents usually activate predetermined response plans and detour routes. Major light-duty crashes typically involve multiple passenger vehicles, serious personal injuries, or fatalities. These crashes involve closing all or part of the roadway for a significant time.</p> <ul style="list-style-type: none"> • Typically involve overturned commercial motor vehicles. • Crashes involving multiple passenger vehicles could be a major incident if response, investigation, clean-up, and recovery efforts cause multiple lanes closures in one or more directions that under normal circumstances would significantly impacts traffic for an extended period. • Traffic fatalities involving more than one vehicle and HAZMAT situations usually are major incidents. However, each incident will be reviewed and categorized based on its individual circumstances and impact on traffic. • Interchange crashes that involve an overturned commercial motor vehicle with a ramp closure.
	Hazard	<p>Debris, cargo, mechanical equipment, or conveyances that causes multiple lane closures in one or more directions. Conditions, circumstances, and equipment needed to clear the travel lanes will be considered when categorizing an incident as either a light or heavy-duty incentive.</p>
<p>Each incident will be evaluated based on all available documentation (including, but not limited to, photos or videos provided by the contract towers, NCDOT Operations notes, etc.).</p> <p>NOTE: All terms, categories, types, and descriptions used to determine incident classification and incentive thresholds during the administration of this contract are not meant to be synonymous with similar terms used by other first responding agencies, Traffic Incident Management Terminology, or other NCDOT publications or contracts.</p>		

3. Performance Measure Requirements and Compensation

Performance measures apply to roadway clearance within the Contractor’s pre-assigned area. In addition to the sub-sections below, the performance measure requirements and compensation mechanisms are summarized in the following table. The incident type for reach event will be determined by NCDOT.

3.1 Response and Removal Definitions

Response Time is the time between the initial call for service from NCDOT to the contract tower until a contract tow representative arrives on-scene.

Immediate Removal Time is the time between the BIR given by law enforcement or NCDOT to the contract towers and the time when all affected travel lanes are cleared.

Removal Time is the time between the Call for Service (CFS) from NCDOT to the contract tower and the time at which the contract tower has removed the vehicle or hazard from the tow zone. Removal Times only apply to minor incidents that are not in a travel lane.

3.2 Response and Removal Requirements

The Contractor must have a supervisor/representative on site within 20 minutes after official notification from the STOC or TMC. The BIR can be given before all necessary equipment arrives. The Contractor will be measured on response time throughout the life of the contract.

Contractors are also measured on Immediate Removal Times which are measured from the BIR until the time at which all travel lanes are clear. All evidence of the crash or incident must be removed from all travel lanes, including response and towing vehicles and equipment. The Contractor is responsible for having the necessary supporting staff on site to meet the response and removal requirements. The Contractor is also responsible for accurately documenting and logging all applicable times that all travel lanes are re-opened.

The Contractor is not eligible for an incentive when the travel lanes are cleared by the NCDOT. The Contractor is only eligible for an incentive when they, or their subcontractor(s), clear the incident from the travel lanes.

Failure by the Contract Towers to meet the maximum Response and Removal Times will result in a Contract Tow Performance Infraction. In addition to Infractions, failure to meet Removal and Immediate Removal Times will also result in a penalty of \$250 for each 15-minute segment (1 hour = \$1000).

For each incident that the Contract Tower fails to meet the agreed performance standards, they will receive a Contract Tow Performance Infraction (Infraction), as indicated in red in Table 2 and Table 4.

Table 2 Light Duty Performance Measure Requirements and Compensation

LIGHT DUTY		Response Time (minutes)		Immediate Removal Times (minutes)				Disincentive	
Incident Classification		20 or less	>20	Incentive Threshold	Incentive Amount	Maximum Immediate Removal Time	Maximum Removal Time	<i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i>	
Category	Type								
Minor	Hazard	Req	Infraction	NA	NA	NA	60 (CFS)	Infraction	
	Crash	Req		NA	NA	NA	30 (BIR)	Infraction	
Inter.	Hazard	Req		NA	NA	30 (CFS)	NA	Infraction	
	Crash	Req		<15 min.	\$500	30 (BIR)	NA	\$250 per 15m and Infraction	
Major	Hazard	Req		NA	NA	60 (CFS)	NA	Infraction	
	Crash	Req		<30 min	\$1000	60 (BIR)	NA	\$250 per 15m and Infraction	
Notes	CFS – (Call for Service) Hazards will not need a BIR so Immediate Removal Time begins at initial CFS Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo. Hazard Type Incidents are ineligible for incentives. BIR – Being Immediate Removal Req - Required								

Table 3 Maximum Removal and Immediate Removal Times for Incidents

Light Duty Incident Type	Removal Time
Minor – Crash	within 30 minutes of receiving Being Immediate Removal
Minor – Hazard	within 60 minutes of receiving the Call for Service
Intermediate – Crash	within 30 minutes of receiving Being Immediate Removal
Intermediate – Hazard	within 60 minutes of receiving the Call for Service
Major - Crash	within 60 minutes of receiving Being Immediate Removal
Major – Hazard	within 60 minutes of receiving the Call for Service

Table 4 Heavy Duty Performance Measures, Requirements, and Compensation

HEAVY DUTY		Response Time (minutes)		Immediate Removal Times (minutes)				Disincentive	
Incident Classification	Category	Type	20 or less	>20	Incentive Threshold	Incentive Amount	Maximum Immediate Removal Time	Maximum Removal Time	<i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i>
			Minor	Hazard	Req	Infraction	NA	NA	
	Crash	Req	NA	NA	NA		60 (BIR)	Infraction	
Inter.	Hazard	Req	NA	NA	45 (CFS)		NA	Infraction	
	Crash	Req	<30 min.	\$2500	60 (BIR)		NA	\$250 per 15m and Infraction	
Major	Hazard	Req	NA	NA	60 (CFS)		NA	Infraction	
	Crash	Req	<75 min.	\$5000	120 (BIR)		NA	\$250 per 15m and Infraction	
Notes		CFS – (Call for Service) Hazards will not need a BIR so Immediate Removal Time begins at initial CFS) BIR – Being Immediate Removal Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo. Hazard Type Incidents are ineligible for incentives.							

Table 5 Maximum Removal and Intermediate Removal Times for Heavy Duty Incidents

Heavy Duty Incident Type	Removal Time
Minor – Crash	within 60 minutes of receiving Being Immediate Removal
Minor – Hazard	within 60 minutes of receiving the Call for Service
Intermediate – Crash	within 60 minutes of receiving Being Immediate Removal
Intermediate – Hazard	within 45 minutes of receiving the Call for Service
Major - Crash	within 120 minutes of receiving Being Immediate Removal
Major – Hazard	within 60 minutes of receiving the Call for Service

3.3 Performance Disincentives

Each Infraction will last for 30 days beginning the day of the offense. Offenses will be reviewed on a case-by-case basis to account for any extenuating circumstances. Generally, the following apply:

Table 6 Contract Tow Performance Infraction Matrix

Infraction	Time Period	Penalty	Loss
1st Offense	Occurs outside of any Incentive/Disincentive Free Period	30-day Activate Level 1 Probation	None
2nd Offense	During a Level 1 Probation	30-day Active Level 2 Probation	10% reduction in Monthly Service Fees for the month the Level 2 Offense occurred
3rd Offense	During a Level 2 Probation	30-day Active Level 3 Probation	20% reduction in Monthly Service Fees for the month the 3 rd Offense occurred
4th Offense	During a Level 3 Probation	30-day Active Level 4 Probation	30% reduction in Monthly Service Fees for the month the 4 th Offense occurred and possible contract termination

- **30-day Probation Periods – Day of Infraction is Day 1 – Probation Period ends at midnight of Day 30.**
- **Probation Levels are reduced as prior Probation Periods end (i.e. Level 3 Probation is reduced to Level 2 when the initial Level 1 Probation Period ends).**
- **Time Period Infractions do not apply during Incentive/Disincentive Free Periods**
- **30-Day Probation Period's Total Day Count will include days during the Incentive/Disincentive Free Period (i.e. A snowy Saturday and Sunday is deemed an Incentive/Disincentive Free Period subsequently a Level 1 Probation Period's Day 29 and 30 was on the same snowy weekend. Days 29 and 30 will count toward the Level 1 Probation Period's 30-day term.)**
- **Contract termination applies to the entire tow footprint, not just the zone in which the offense(s) occurred**

3.4 Compensation

Compensation information can be found in Table 2 and Table 4 with further details in the following sub-sections.

3.4.1 Monthly Service Fee

The Contractor agrees to be paid a monthly service fee to perform Safety Tows, including disabled vehicles in the roadway, as defined in *Definitions, Acronyms, and Abbreviations*. The monthly service fee also covers other tows and recoveries where a billable service may not occur, or a billable customer may not be present. This fee is fixed regardless of the number of Safety Tows that are performed in the month.

Each bidder must submit a completed *Attachment A: Proposed Monthly Service Fee* with their proposed monthly service fee(s).

3.4.2 Performance Incentive

Notwithstanding guidance in the sections *Billing Vehicle Owners and Monthly Service Fee*, companies will receive an incentive if the Contract Tower is able to meet performance targets for Intermediate and Major Incidents as set forth below. Under no circumstances will a company receive incentives corresponding to an incident not called to by the NCDOT.

3.4.3 Light Duty Incentives

NCDOT agrees to pay an Intermediate Response and Mobilization Incentive of \$500 per incident in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lane(s) within 15 minutes of receiving BIR; **AND**
3. The Contractor has the approval of NCDOT verifying conditions 1 and 2 above were met.

NCDOT agrees to pay a Major Response and Mobilization Incentive of \$1,000 per incident in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lanes within 30 minutes of receiving BIR; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

3.4.4 Heavy Duty Incentives

NCDOT agrees to pay an **Intermediate Response and Mobilization Incentive of \$2500 per incident** in the following situation:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lane(s) within 30 minutes of receiving BIR; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

NCDOT agrees to pay a **Major Response and Mobilization Incentive of \$5,000 per incident** in the following situations:

1. The Contractor's supervisor/representative is on scene within 20 minutes of a request for service by the NCDOT; **AND**
2. The Contractor clears a Crash Type Incident from the travel lanes within 75 minutes of receiving BIR; **AND**
3. The Contractor has the approval of the NCDOT verifying conditions 1 and 2 above were met.

Note: NCDOT documented "Being Immediate Removal" and "all lanes open" times recorded at the NCDOT TMC will be used to verify the request for Major Response and Mobilization Incentive payment. It is imperative that these "milestone" times are communicated from the scene by the tower to the TMC.

3.5 Incentive/Disincentive Free Periods

During the first three weeks of towing operations and special events (e.g. weather events, Emergency Operations Center activations, etc.), as determined by the Tow Contract Administrator, incentives, and disincentives may not be applied. During these periods, the tower is expected to have the same level of availability and staffing to perform within the spirit of the contract.

3.6 Inspection

All work shall be subject to inspection by NCDOT at any time. NCDOT or designated representatives will routinely make inspections of the completed work. It will be the responsibility of the Contractor to submit documentation, including copies of logbooks, of the work accomplished at a frequency determined by NCDOT.

3.7 Basis of Acceptance

It is intended that the work will be completed in a neat manner. These specifications and special provisions are end-result oriented. Although the main purpose of this Contract is to accomplish tow and recovery operations on state roadways as approved by the NCDOT, the Contractor will encounter objects larger than what a vacuum or mechanical sweeper can remove. Objects such as, but not limited to, tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, etc. may be encountered by the Contractor. The Contractor shall remove these objects by hand and dispose of them at approved sites in the event that vacuum or mechanical means are unsuccessful.

3.8 Basis of Payment

Being called by the NCDOT to tow a vehicle does not create a contract with or obligation on the part of the NCDOT or NCDOT personnel to pay any fee or towing charge except when towing a vehicle:

- a) owned by the NCDOT;
- b) that is later forfeited to the NCDOT; or

- c) that a court determines that the NCDOT wrongfully authorized the tow and orders the NCDOT to pay transportation and storage fees.

Incentives, measured as provided above, will be paid for at the contract unit price. A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension. The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the NCDOT.

Incentives and incident categories are not based on the class of tow truck utilized when responding to the call. NCDOT will categorize Light and Heavy-Duty Vehicles as shown in Figure 8. NCDOT acknowledges that a "Medium" Duty Category exists. However, for the purposes of this Contract, the initial classification between Light and Heavy will be divided between Class 4 and Class 5 Vehicles as shown in Figure 8. The circumstances of each CFS will be reviewed and final classification will be determined after considering all circumstances.

LIGHT

Class One: 6,000 lbs. or less



Class Two: 6,001 to 10,000 lbs.



Class Three: 10,001 to 14,000 lbs.



Class Four: 14,001 to 16,000 lbs.



Class Five: 16,001 to 19,500 lbs.



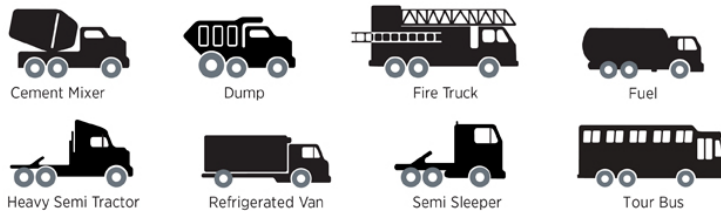
Class Six: 19,501 to 26,000 lbs.



Class Seven: 26,001 to 33,000 lbs.



Class Eight: 33,001 lbs. & over



HEAVY

Source: Alternative Fuels Center, US Department of Energy
Figure 8 Light and Heavy Duty Vehicle Classifications

4. Additional Requirements for Selected Contractor

The following subsections detail the requirements for the selected Contractor.

4.1 Safety Tows

Safety Tows are the Contract Towers response to remove a disabled or wrecked vehicle from the roadway or shoulder of the contract tow zone and relocate it to a safe location (e.g. gas station, restaurant, etc.). In some situations, a safe location could be outside the designated tow zone. Safety Tows should be used to initially clear the travel lanes when a vehicle's owner or legal possessor is requesting a specific wrecker company (e.g. owner's request) and that wrecker company has not arrived on the scene. The contract tower will be utilized to quickly remove the vehicle from the roadway to a safe location after receiving the Being Immediate Removal by law enforcement or the NCDOT.

Safety Tows should be used to quickly clear the roadway, roadway shoulders, and potentially hazardous right of way areas of wrecked and disabled vehicles in order to keep the roadway network system open for emergency vehicle response, roadway maintenance, roadway construction, and traffic flow.

Safety Tows are only available for occupied vehicles that need to be relocated out of the roadway or away from a potentially dangerous location within the contract tow zones.

Safety Tows are part of the Monthly Service Charge for this contract regardless of the number of Safety Tows provided during a month. Safety Tows are not billed to the vehicle's owner or legal possessor.

A tow call may begin as a Safety Tow but evolve into a standard tow that has a billable customer. When this occurs the Contract Tower will document the details of the call and provide this information to the NCDOT during scheduled monthly meetings.

4.1.1 Safety Tows of Wrecked Vehicles

A wrecked vehicle removed from the roadway by the Contract Tower, as a Safety Tow, should only be left at a safe location by the contract tower if the vehicle's owner or legal processor, law enforcement, or IMAP remain at the incident scene. Under certain circumstances the vehicle's owner or legal possessors maybe transported for medical treatment prior to the owner's requested wrecker arriving at the scene.

4.1.2 Safety Tows of Disabled Vehicles

A Safety Tow can be used to remove a disabled vehicle from the roadway or other potentially hazardous location when requested by law enforcement or NCDOT. The responding Contract Tower should consult with the requesting law enforcement agency or NCDOT representative requesting the Safety Tow for help determining a safe location for the relocation of the vehicle. Safe locations can vary greatly depending upon such factors as the condition of the vehicle,

weather, time of day, age, and gender of vehicle's occupants, etc. The disabled vehicle's owner or legal possessor should also agree on the safety of the chosen location. When the vehicle's owner or legal possessor is requesting a tow beyond available safe locations or requesting repair services, they will become a billable customer. The Contract Tower should explain this to the disabled vehicle's motorist prior to towing the vehicle beyond a reasonable safe location and/or making repairs to their vehicle (e.g. tire replacement). All Safety Tows for disabled vehicles should be conducted only after consent by the driver or owner, a Call for Service from the NCDOT, or a BIR by law enforcement or IMAP. Tow requests made directly to the contract tower by a disabled motorist are considered a Safety Tow. If the request for assistance goes beyond an immediate removal to a safe location, then the disabled motorists will become a billable customer.

Disabled vehicles removed by a Safety Tow should not be moved to a safe location and left unattended by contract towers. The vehicle's owner, legal processor, owner's requested tower, law enforcement, or IMAP responder should be with the vehicle before the Contractor departs the scene.

4.1.3 Towing Unoccupied Vehicles

Abandoned or improperly parked vehicles towed according to law enforcement or NCDOT's request should be towed and stored by the Contract Tower. Tow services for abandoned or improperly parked vehicles will be billed to the vehicle's registered owner and are not considered Safety Tows.

Towing unoccupied vehicles that are parked or disabled may be necessary and requested in this contract but does not meet the definition of a Safety Tow. These towing services will be billed to the vehicle's owner or legal possessor.

4.2 Billing Vehicle Owners

The Contractor agrees to seek compensation for actual vehicle recovery and towing services performed from the owner of the vehicle or their insurance company per any existing agreements or contracts.

All contract towers agree to provide the NCDOT with all documentation, forms and materials provided to the NCSHP and/or local municipality during their most recent Application for Rotation Wrecker Inclusion and Inspection Process.

An individual (registered owner, legal possessor, or Contractor) shall not be charged a storage fee for days that he or she could not retrieve his or her vehicle as a result of an action or omission on the part of the Contractor, such as where the wrecker service was not open, did not answer the telephone, or a representative was not available to release the vehicle. Storage fees shall not begin to accrue until the next calendar day following the initial towing of the vehicle.

A mileage fee shall not apply to any Safety Tows. Mileage fees can only be charged if the customer requests the vehicle to be towed to a location other than the Tow Contract Provider's storage lot and outside of the Contract Tow Zone. If a mileage fee is warranted, the driver shall inform the

owner, Contractor, or legal possessor of the vehicle of any additional charge for mileage prior to towing.

The individual price list for each respective wrecker service shall be made available to customers upon request. Copies of the approved price list shall be maintained within each wrecker and shall be given to the owner, Contractor, or legal possessor of a vehicle being towed as a result of a NCDOT call by the wrecker driver, if the owner, Contractor, or legal possessor of the vehicle being towed is present at the scene. Prices indicated on this form shall be the maximum amount that will be charged for a particular service; however, this does not prevent charges of a lesser amount for said service.

The Contractor agrees that no claim for compensation will be made to NCDOT, NCSHP, or any Public Safety agency or their employees or agents for any recovery or towing services, unless the Contractor is permitted to do so by NCDOT.

4.2.1 Light Duty Billing

Establishing standard tow rates will ensure consistency and rectitude when invoicing billable customers. Light-Duty tow rates will apply to all subcontractors and will be reviewed each year. Standard towing, storage, and related rates for billable customers are to be consistent with the allowed fees under the *Rotation Rules and Regulations Governing Rotation Wrecker Companies* (Department, Durham Police, 2021), at the time of this contract which are:

- Non-collision tows (Hazard Type Incident): maximum charge of \$125
- Basic collision tows (Crash Type Incident) this includes use of dollies and basic winching: maximum charge of \$225
- Collision tows requiring recovery services (recovery services are for over-turned vehicles, fatality crashes, use of snatch blocks, or the removal of a vehicle from an embankment or beyond the roadway and its should/right-of-way): maximum charge \$325.00
- Release of vehicle or retrieval of personal property outside of the tow truck operator's regular business hours: maximum charge of \$50
- Storage \$35 a day maximum
- Towing storage and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representative. Contractor cost to meet the capabilities and requirements of this contract shall be figured into the Monthly Service Charge Bid for this contract. Any excessive costs to meet the contract's requirements shall not be passed on to customer's towing and recovery billing

4.2.2 Heavy Duty Billing

Heavy Duty towing and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representatives. Contract cost to meet the capabilities and requirements of this contract shall be considered and calculated into the Monthly Service Charge

Bid for this contract. Any excessive costs to meet the contract's requirements shall not be passed on to the customer's towing and recovery billing. *Rotation Rules and Regulations Governing Rotation Wrecker Companies* (Department, Durham Police, 2021) Storage Fees will apply to heavy-duty towing as follows:

- \$75 charge for each heavy-duty vehicular unit (1 tractor = 1 vehicular unit likewise 1 trailer = 1 vehicular unit) a day.

4.3 Response Requirements

A Contractor/tow truck driver shall not respond to a call assigned to another Contractor or reassign a call to another tow Contractor, unless requested to do so by the NCDOT. It would be permissible for the assigned Contractor/tow truck driver to respond to an incident to ascertain if additional assistance or equipment is required.

4.4 Responding Personnel and Equipment

Only the Contractor, Contractor employees, or subcontractors shall respond to a call (e.g., tow truck driver bringing significant others, family members, friends, pets, is not allowed). An exception to this rule would be granted if the Contractor is transporting required personnel to a major incident or responding with a tow truck driver trainee with an approved driver. This restriction does not apply to the occupants of a vehicle that is subsequently towed from an incident scene.

4.5 Contractor Supervision

NCDOT reserves all rights and responsibilities to make decisions affecting the orderly and efficient management and administration of the I-40Towing and Recovery Program (TRP).

While work is being performed, the Contractor one competent individual who has been authorized to act in a supervisory capacity over all work, shall be available on the project. The individual who has been so authorized shall be experienced in the type of work performed and shall be fully capable of managing, directing, and coordinating the work, reading, and thoroughly understanding the contract, and receiving and carrying out directions from NCDOT or its authorized representatives in English. This individual shall attend all Post Award Review Meetings and After Action Reviews (absences must be approved by the Tow Contract Administrator).

4.6 Operation of Equipment

The Contractor shall operate the equipment in a safe manner so as to not create a hazard to the traveling public. Insofar as possible, the work is to be a continuous operation with no lane closures. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by NCDOT.

4.7 Recovery Operations

Recovery operations and their associated times and traffic control plans require NCDOT agreement. Recovery operations must minimize the time that lanes are closed or narrowed. Lane closures and road closures for recovery operations will be reviewed on a case-by-case basis.

The contractor must provide proposed times and traffic control plans to the NCDOT for approval before recovery operations may begin. The plans should minimize impacts to traffic and may need to occur during off-peak hours, including at night. Recovery operations may not begin without NCDOT approval.

4.8 Hours of Work

The Contractor must provide a telephone number that is answered 24 hours a day, seven days a week, 365 days a year. Equipment and employees to operate wreckers must also be available for response 24 hours a day, seven days a week, 365 days a year. Towing and recovery may be required at any time or day including nights, weekends, and public holidays.

Towing and recovery may be required during special events on a given night or period of time. Operations may be required to be performed during adverse weather such as light rain, fog, high winds, snow and ice storms, and other inclement weather conditions.

4.9 Capability Requirements and Preferred Equipment

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to perform the towing work safely and efficiently as specified in NC General Statute (GS) §20-161. The Contractor shall display the company name on each piece of equipment. The safety of the public and the convenience of traffic shall be regarded as prime importance.

Each wrecker service vehicle shall be registered with the Division of Motor Vehicles in the name of the wrecker service and insured by the wrecker service. Dealer tags shall not be displayed on wreckers that respond to rotation calls.

The Contractor must demonstrate to the satisfaction of the NCDOT that the towing equipment to be used in the work is in good working condition and suitable for performing the work required. This includes records of NCDOT annual inspections. The Contractor may be subject to an initial inspection and unannounced inspections after award by the NCDOT.

The NCDOT may grant on a case-by-case basis the authority to participate in the program with exemptions to equipment requirements in order to ensure that the I-40 Light/Heavy TRP program remains efficient and effective. It is imperative that performance measures will still be met if equipment exemptions are granted.

Support vehicles, including safety trucks, debris transfer vehicles, pick-up trucks and any other vehicles used in towing operations, shall be equipped with revolving or strobe lights.

Signs, lights, safety, and other traffic control devices are not a pay item but are considered incidental to other contract items and the Contractor is expected to provide these items.

The Contractor's towing and recovery team identified in the contract must have the knowledge and capability to perform the following expedited roadway clearance and incident scene safety procedures:

- Responding to up to five multiple-vehicle crashes at the same time
- Single lane up-righting of a vehicle
- Relocation of overturned vehicles from travel lanes through multiple techniques
- Setting up a safe work zone for recovery operations utilizing, at a minimum, advanced warning signs and an arrow board and traffic cones as outlined in the Manual on Uniform Traffic Control Devices (MUTCD)
- Containing and mitigating accidental discharges of motor vehicle fluids (non-cargo), including application of traction enhancement material
- Clearing non-hazardous spilled cargo and debris at crash scenes (utilizing equipment with a bucket and a broom)
- Recovering a vehicle in an area with steep slopes
- Uprighting a vehicle, or shock sensitive or fragile cargo, safely and securely within tight areas (e.g. not accessible by heavy equipment) or challenging topographical conditions

To meet the above capabilities, in addition to the equipment required under NCSHP Rotation Wrecker Service Regulations, it is preferred that the Contractor have access to the following Light Duty equipment at a minimum:

- Rollback/Flatbed Wrecker(s)
- Small Vehicle Wrecker(s)
- Support Unit with Equipment
- Vehicle Dolly
- Wheel loader, Backhoe or Skid Steer
- Digital Camera with the ability to time and date stamp images
- Hydraulic Rotary Broom Sweeper attachment for skid steer, wheel loader, or backhoe

Each light duty wrecker must be equipped with, at a minimum:

- Legally required lighting
- Tires
- Broom
- Shovel
- Wrecking Bar or Auto Power Machine
- Recovery Lights or Spotlights on Rear of Wrecker
- Fire Extinguisher
- Reflectorized Safety Vest (for driver)
- Brake
- Axe
- Bolt Cutter

- Flares – Six (6)
- Snatch Blocks – two (2)
- Oil Dry (5 lb. bag)
- Amber Flashing Light
- Current State Inspection
- Current City Map

To meet the above capabilities, in addition to the equipment required under NCSHP Rotation Wrecker Service Regulations, it is preferred that the Contractor have access to the following Heavy Duty equipment at a minimum:

- Hydraulic Rotator (40-ton minimum)
- Two Hydraulic Wrecker Units combined, that equal up to 60 tons
- Tilt bed, hydraulic, lowboy semi-trailer (Landoll or equivalent) with a minimum 35-ton capacity, minimum 40 feet bed, and a winch with 75 ft. of 5/8" cable (or better) with Tractor.
- Rollback/Flatbed Wrecker
- Small Vehicle Wrecker
- Support Unit with Equipment
- Trailer Dolly
- Wheel loader, Backhoe or Skid Steer
- Digital Camera with the ability to time and date stamp images
- Airbag recovery system
- Extended reach knee boom (i.e. Underlift) on Heavy Hydraulic or Rotator
- Hydraulic Rotary Broom Sweeper attachment

Each Heavy Duty wrecker must be equipped with, at a minimum:

- Legally required lighting
- Tires
- Broom
- Shovel
- Wrecking bar or auto power machine
- Recovery lights or spotlights on rear of wrecker
- Fire extinguisher
- Reflectorized safety vest for driver
- Brake
- Axe
- Bolt cutter
- Flares (6)
- Snatch blocks (2)
- Oil dry (5 lb. bag)

- Amber flashing light
- Current state inspection
- Air line connector and hose (large vehicle wrecker only)
- Light hook-up and line (large vehicle wrecker only)
- Current city map

All recovery trucks and equipment that will be used to qualify for the I-40 Light/Heavy TRP must be listed in *Attachment B: I-40 Orange County Light and Heavy Tow & Recovery Program Service Agreement*. The Contractor must own or have access (i.e. lease or sub-contract) to all equipment listed. Consideration will be given for equipment listed beyond the preferred minimums.

All wreckers shall be prepared with the necessary equipment to perform emergency towing and recovery according to industry standards. All towing wreckers shall have dollies, brooms, shovels, and fire extinguishers. The Contractor shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Contractor's business including, but not limited to, licensing and minimum safety requirements.

A violation of the equipment requirements, related to safety, shall be cause for immediate suspension. The suspension shall remain in effect until the suspension period is completed and the NCDOT has inspected the equipment and concluded the Contractor is in compliance.

A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action, including immediate suspension. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.

4.10 Documentation of the Scene

The Contractor is expected to record times for roadway clearance utilizing a digital camera that can time and date stamp each image at the beginning, middle, and end of the incident. The Contractor is expected to maintain the images on file and provide them upon request to law enforcement and the NCDOT.

All records relating to towing of vehicles pursuant to this Agreement shall be maintained by the Contractor at the Contractor's business address for a period of two years after the completion of the I-40 Widening Project. All records, including computer source data for those records, will be subject to inspection and duplication. All records shall be kept in a temperature- and humidity-controlled environment, free of insects, rodents, rodent excrement, and water damage. Records are to be provided to NCDOT upon request.

The I-40 Light/Heavy TRP Contractor shall be responsible for the following:

- Complying with BIR process (established processes will be covered in training and kick-off meeting).

- Maintaining any forms used in scene documentation in their records of the incident. In the case of an AAR of the incident, these forms will be used to confirm that all parties involved concurred with current laws and regulations.
- Forwarding an electronic copy of any forms to the NCDOT Contract Administrator within 10 business days of the incident.
- Taking scene photos with time/date stamped:
 - upon arrival
 - at BIR
 - during scene clearing, AND
 - after lanes are clear of all debris and/or vehicles.

In the case of an AAR of the incident, these photos may be requested from the Contractor. These photos shall not be published via (internet, media, etc.). The Contractor shall submit documentation, including photos, of performance on all incidents within ten business days of the incident.

Tow Contractors shall not videotape or photograph a scene unless it is for official use by the tow company for business related reasons. The on-scene investigating officer or incident commander shall make the determination when a tow Contractor may record a scene for tow related business reasons. In the event a tow Contractor is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the SHP.

4.11 Hazardous, Contaminated, and/or Toxic Material

Hazardous materials consist of those materials and amounts that are required by law to be handled by local Hazardous Materials Teams. Removal of debris, other than hazardous materials, must be completed as part of the service and shall not be charged as an extra service provided.

4.12 Removal and Disposal of Debris

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division. Stockpiling of debris on the right-of-way shall not be permitted.

This contract shall be immediately terminated if the Contractor is found guilty of illegal dumping. Work will be suspended if contractor is charged with illegal dumping.

4.13 Safety Clothing

Tow truck drivers shall wear appropriate warning garments during daylight and hours of darkness in compliance with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 632, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.

Any apparel worn by the Tow personnel shall also be MUTCD Section 6E.02 compliant, which requires high-visibility personal protective safety clothing to be worn.

Tow truck drivers shall wear an identifiable uniform displaying the company and the driver's name while engaged in I-40 Light/Heavy TRP tow operations.

4.14 Traffic Control and Work Zone Safety

Any traffic control must be provided by an NCDOT prequalified contractor. Any traffic control as part of recovery operations must be set up using the current edition of the MUTCD and NCDOT compliant traffic controls.

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. It is the responsibility of the Contractor to take any other needed actions, reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub-article 108-7(2) of the *2018 Standard Specifications*.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

4.15 Storage Facility

Upon request of the vehicle owner, the Contractor shall return personal property stored in or with a vehicle, whether or not the towing, repair, or storage fee on the vehicle has been or will be paid. Personal property, includes any goods, wares, freight, or any other property having any value whatsoever other than the functioning vehicle itself.

Unless notified by law enforcement that the vehicle is being preserved as evidence, the Contractor shall allow insurance adjusters access to the vehicle for inspection at any time during the Contractor's normal working hours.

Wrecker service facilities and equipment, including vehicles, office, telephone lines, office equipment and storage facilities shall not be shared with or otherwise located on the property of another wrecker service (unless that wrecker service has been identified as a subcontractor) and shall be independently insured. Vehicles towed at the request of the NCDOT shall be placed in storage owned and operated by the Contractor. The Contractor shall allow vehicles to be retrieved between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday, excluding state holidays.

The storage facility for vehicles towed must be located within Orange County or within 10 roadway travel miles of access to the tow zone and properly zoned for the storage of vehicles. This requirement may be met through the use of sub-contractors. Bidders using sub-contractors to meet

this requirement, must note this in the “Contract Equipment and Service Provider Information” section of the required forms located in *Attachment B: I-40 Orange County Light and Heavy Tow and Recovery Program Service Agreement*. Towed vehicles must be stored for thirty-one (31) days before being moved to storage outside of Orange County unless authorized by the towed vehicle’s owner.

In the event that a law enforcement officer seizes a vehicle pursuant to the DWI Seizure provisions of Chapter 20 of the North Carolina General Statutes, the vehicle shall be towed to the Service Provider’s Storage Lot and shall be released only to the State of North Carolina’s authorized towing service designated by the Department of Public Instruction. If release to the Vehicle Owner is authorized by court order, impounded vehicles towed under this section will be subject to statutory towing and storage fees and the owner shall pay these fees and charges.

4.16 Quality

Completed work shall be clean and free of all accumulated debris immediately after towing as determined by the NCDOT.

Any deficiency in the contractor’s performance shall be corrected by the Contractor no later than 72 hours following receipt of such notice. At the discretion of the NCDOT, immediate clean up and/or removal of debris may be required.

The NCDOT shall maintain a daily log of completed work and will verify completion of the Contractor’s work with the Contractor upon completion of a cycle.

4.17 Towing Management Software

The Contractor shall use towing management software (e.g. Towbook). The Contractor shall provide NCDOT administrator access rights at no cost to the NCDOT. Access must be provided through an internet interface.

4.18 Communication Equipment

Communication is essential to the successful administration and expectations of this contract. Initial procedures will utilize current telephone communications between the TMCs and the primary Contractor. If a supplemental communication system capable of call recording is utilized by the Contractor or is needed (e.g. VOIP), the Contractor shall provide and maintain adequate equipment for the TMCs to utilize the communications system. The Contractor shall provide the NCDOT administrator access rights to the system at no cost to the NCDOT.

4.19 Liens

If service other than towing, recovery, and load salvage, is canceled by the vehicle’s registered owner or agent, no lien shall arise for the service unless the Contractor has presented a written

statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to relevant laws and regulations.

The Contractor shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed or initiated and subsequently canceled.

4.20 Sale Under Lien

No motor vehicle shall be sold by any person, firm or corporation claiming a mechanic's or storage lien except as approved by state law.

5.0 Personnel

5.1 Project Manager and Customer Service

The Contractor shall designate and make available to the NCDOT a project manager. The project manager shall be the NCDOT's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

5.2 Contractor Experience

The Contractor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. The Contractor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

The Owner/Operations Manager must have a minimum of five years of experience with the clearance of large scale incidents. Employees working for the Owner/Operations Manager are not required to have a minimum number of years' experience.

The Contractor and its subcontractors shall hold the appropriate license issued by the North Carolina Department of Transportation for the vehicles servicing this agreement and shall provide a listing of said vehicles in ***ATTACHMENT B: I-40 ORANGE COUNTY LIGHT AND HEAVY TOW AND RECOVERY PROGRAM SERVICE AGREEMENT***.

5.3 Key Personnel

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written consent by the NCDOT Contract Administrator. Contractor shall notify the NCDOT Contract Administrator of any desired substitution, including the name(s) and references of Contractor's recommended substitute personnel. The NCDOT will approve or disapprove the requested substitution in a timely manner. The NCDOT may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the NCDOT may request suitable substitute personnel or terminate the contract services provided by such

personnel. If the Operations Manager ceases to be employed by the company, the Agreement shall be immediately suspended until a new Operations Manager is approved by the NCDOT.

The Contractor shall maintain a current list of drivers and provide upon request the full name, current address, date of birth, and photocopy of valid driver's license, work visa, or other Immigration and Naturalization Services (INS) documentation for all wrecker drivers and owner(s).

The NCDOT Contract Administrator shall be notified immediately by a Contractor upon a manager's or tow truck driver's separation from the tow program.

The Contractor shall not allow any person to continue to be employed as a wrecker driver servicing this agreement who has been the Contractor of a wrecker service for which an agreement with the NCDOT, NCSHP, Orange County, City of Durham, or any other Municipal tow rotations has been terminated for cause within the five-year period preceding the effective date of this agreement.

5.4 Performance of Drivers

Completion and/or documentation of a tow truck driver's training alone does not prove a sufficient level of competence. Tow truck drivers shall perform all towing and recovery operations in the safest and most expedient manner possible.

5.5 Contractor's Representation

The Contractor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

The Contractor agrees that it will not enter any agreement with a third party that may abridge any rights of the NCDOT under this Contract. The Contractor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the NCDOT. Names of any third party Contractors or subcontractors of Contractor may appear for purposes of convenience in Contract documents; and shall not limit Contractor's obligations hereunder. The Contractor shall retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Contractor's proper performance or are an inherent part of or necessary sub-task included within such service, they shall be deemed implicit and shall be included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract.

Unless otherwise expressly provided herein, the Contractor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications

equipment, software, supplies and materials necessary for the Contractor to provide and deliver the Services and Deliverables.

The Contractor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Contractor has no constructive or knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any Contract, or order by any court of competent jurisdiction.

Allowing an incompetent tow truck driver to respond to a NCDOT call shall be cause for disciplinary action of the Contractor.

A Contractor responding with a tow truck driver to a SHP, FPD, Orange County Sheriff's Office, other local law enforcement, or NCDOT call who has not been approved by the NCDOT, shall be cause for disciplinary action of the Contractor.

5.6 Training Requirements

The Contractor shall ensure tow truck drivers responding to calls initiated by the NCDOT (i.e. STOC or TMCs) are competent and have completed approved tow truck driver training programs.

The awarded contractor and all personnel, including subcontractors, will be required to attend annual NCDOT pre-approved industry-specific training for a minimum of 4 hours after the award of the contract.

Additional training may be required throughout the length contract at the discretion of NCDOT. If training needs are identified, the NCDOT Tow Contract Administrator will provide notice to the tow providers and assist with training coordination.

5.7 Meetings and Reports

The following sections describe the required meetings upon award of the Contract.

5.7.1 Kick-Off and Initiation Meetings

The Contractor will be required to participate in a Kick-off and Initiation Meeting(s) held by the NCDOT. This may include a communications meeting with NCSHP and/or local law enforcement.

5.7.2 Post-Award Project Review Meetings

The Contractor, at the request of the NCDOT, shall meet periodically (e.g., monthly) with the NCDOT for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Contractor and NCDOT performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

At least one representative will be required to attend all Project Review meetings held by the NCDOT for their assigned zone.

5.7.3 Monthly Construction Meetings

At least one Contractor representative must attend monthly construction review meetings for coordination of tow access in construction zones, safe locations for safety tows, and other construction related information.

5.7.4 Incident After Action Reviews (AAR) and Reports

Incident After Action Reviews (AAR) and Reports of major and significant incidents provide an opportunity to review the effectiveness of actions and procedures as applied during actual incidents. The ongoing process of incident evaluation allows responders to assess current program performance and identify future training and policy needs. It is also an opportunity to review the overall quality of the services provided to the customers at the incident. This review is extremely valuable in improving procedures and future incident operations. The result of an AAR is not to lay blame but to develop best practices based on a roundtable discussion with first responder partners. At least one Contractor representative must attend all AAR meetings for incidents for which the Contractor responded.

5.8 Social Media Policy

Tow Contractors and their representation shall abide by the NCDOT Social Media Policy.

Tow Contractor employees must agree to abide by the guidelines in the NCDOT Social Media Policy. Tow Contractors are viewed and considered representatives of the NCDOT and should refrain from conduct that would tend to adversely affect public opinion, respect, and confidence in the NCDOT.

The social media policy can be viewed at: [NCDOT Social Media Policy.pdf](#).

5.9 Acceptance of Work

In the event that performance criteria for any work or deliverables is not described in Contract documents or work orders hereunder, the NCDOT shall have the obligation to notify the Contractor in writing that it is not acceptable within 10 calendar days of the completion of such work or deliverable described in the Contract. The notice shall specify in practical detail the reason(s) it is unacceptable.

Payment by the NCDOT shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review and evaluation as applicable of the work or deliverable. Final acceptance and payment is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the NCDOT may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.10 Liability

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The commercial general liability insurance policy or any combination of policies must include the following insurance types and coverage limits:

- **Automobile Liability** – Bodily injury covering all owned, non-owned and hired automobiles for limits of not less than \$250,000 per person and \$500,000 per accident. Property damage liability for \$100,000 per accident.
- **On-Hook / Cargo Policy** – In the amount not less than \$250,000 for each Light Duty Wrecker and \$500,000 for each Heavy Duty Wrecker
- **Garage Keeper's Policy** – Loss to an auto left in the care, custody or control while the contractor/subcontractor is attending, servicing, parking or storing vehicles for limits not less than \$1,000,000.

The Contractor shall maintain all legally required insurance coverage, including without limitation worker's compensation, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

5.11 Dispute Resolution

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Contractor shall be submitted in writing to the Engineer noted on the assignment documentation or the Division Engineer for resolution. A claim by the NCDOT shall be submitted in writing to the Contractor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within 30 days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

5.12 Certification and Product Safety Labels

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished.

A list of acceptable marks is available on the Division of Purchase and Contract website at: <https://ncdoa.s3.amazonaws.com/s3fs-public/pandc/Inspection/SafetyLabelsChart-30Apr15.pdf>. The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. **All costs for product and industry certifications and listings required to supply conforming products to the NCDOT as described in this contract are the sole responsibility of the Contractor.** The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

5.13 Compliance with Law

The Contractor and employees shall, at all times, comply with federal, state, and local laws and ordinances.

5.13.1 North Carolina Administrative Code

The contractor shall ensure that each wrecker driver involved with this contract meets all eligibility requirements as listed in North Carolina Highway Patrol's Rotation Wrecker Service Regulations specified in the North Carolina Administrative Code (NCAC) 14B NCAC 07A .0116(a)(21). Furthermore, the contractor shall ensure that each wrecker driver involved with this contract meets all eligibility requirements required by any local law enforcement agency that has law enforcement jurisdiction and regularly investigates traffic crashes in the designated tow zones. The contractor or employee that doesn't meet these eligibility requirements shall not be utilized as a driver or support staff on this contract.

5.13.2 Suspension and Termination

Any conviction of the Contractor or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs; or acts of moral turpitude shall be cause for suspension or removal of an Contractor/employee, or denial of an Contractor/employee's application, or termination of the agreement. A Contractor or employee arrested/charged for a violation involving any of the above crimes will be suspended until the case is adjudicated.

5.13.3 Background Checks and Documentation

Any personnel, agent, or subcontractor of the Contractor performing services under any contract arising from this contract may be required to undergo a background check at the expense of the Contractor, if requested by the NCDOT.

The Contractor shall provide a current certified copy of the driving record for each driver authorized to drive prior to the contract start date or upon the hiring of a driver if hired after initial start date. Also, the Contractor shall provide driving records for all involved drivers for each yearly contract renewal. The Contractor shall inform the Tow Contract Administrator or designee, within 24 hours, if the owner or a driver is charged with, convicted of, enters a plea of guilty or no contest to, or receives a prayer for judgment continued (PJC) for any of the crimes listed above after this contract is awarded.

Failure to make notification may result in removal from the I-40 Light/Heavy TRP.

5.13.4 Accepting Gratuities or Favors

NCDOT personnel and Contractors and their employees and subcontractors, shall not be offered nor accept gratuities. No Contractor or their employees and subcontractors shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair.

The Contractor shall not, in the performance of this Contract, favor any automobile or truck body shop, or paint shop businesses. The Contractor hereby represents that it has no connection,

association, affiliation or financial interest in any automobile or truck body shop or paint shop business. If the Contractor acquires any financial interest in such a business after the Contract has been awarded, the Contractor shall notify the NCDOT immediately in writing. A violation of this provision during the term of the Contract shall be grounds for immediate termination of this Contract.

5.13.5 Damage and Loss

A Contractor shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody. The NCDOT is not liable for damage or loss which occurs while the vehicle is in the Contractor's custody.

5.14 Compliance with Agreement

The Contractor agrees, as a condition of inclusion in the I-40 Light/Heavy TRP, to comply with the terms and conditions of the agreement. Furthermore, the Contractor or Contractor's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application), suspension of the Contract or immediate termination of the Contract as outlined in the previous sections.

STANDARD SPECIAL PROVISION**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 Subarticle 108-13(D) of the *2018 Standard Specifications*.

ERRATA

(10-16-18) (Rev. 12-20-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 Abbreviations, line 13, replace " American National Standards Institute, Inc." with "American National Standards Institute".

Page 1-1, Article 101-2 Abbreviations, line 32, replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

Page 1-16, Subarticle 102-9(A) General, line 26, replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4, replace "104-13(B)(2)" with "104-13(B)".

Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25, replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

Page 1-79, Article 109-1 MEASUREMENT AND PAYMENT, Test Method prior to line 34, replace “AASHTO M 32” with “AASHTO M 336”.

Division 2

Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21, replace " NCGS §§ 130A-444 to -452" with “NCGS §§ 130A-444 to -453”.

Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17, replace "the Sedimentation and Pollution Control Act" with “Article 107-12”.

Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12, replace " Department’s borrow and waste site reclamation procedures for contracted projects" with “Department’s *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*”.

Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27, delete “Department’s Materials and Tests Unit.”.

Page 2-27, Article 240-4 MEASUREMENT AND PAYMENT, line 23, replace "Section 225" with “Article 225-7”.

Page 2-30, Article 275-4 MEASUREMENT AND PAYMENT, line 33, replace "Section 815" with “Article 815-4”.

Division 4

Page 4-18, Subarticle 411-5(C)(3) Coring, line 11, replace “in accordance with ASTM D5079” with “with methods acceptable to the Engineer”.

Page 4-50, Article 430-2 MATERIALS, prior to line 15, replace Section “1080-9” with “1080-7”.

Page 4-53, Article 440-2 MATERIALS, prior to line 6, replace Section “1080-9” with “1080-7”.

Page 4-58, Article 442-2 MATERIALS, prior to line 15, replace Section “1080-6” with “1080-12”.

Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36, replace Article “1080-6” with “1080-12”.

Page 4-76, Article 454-2 MATERIALS, prior to line 24, replace Section “815-2” with “1044”.

Page 4-79, Article 455-2 MATERIALS, prior to line 21, replace Section “815” with “1044”.

Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26, replace “AASHTO LRFD specifications” with “*AASHTO LRFD Bridge Design Specifications*”.

Page 4-84, Article 458-5 MEASUREMENT AND PAYMENT, line 31, replace article number “454-1” with “458-1”.

Division 6

Page 6-7, Article 609-1 DESCRIPTION, line 29, replace article number “609-10” with “609-9”.

Page 6-10, Subarticle 609-6(C) Control Charts, line 17, replace Section number “7021” with “7.20.1”.

Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31, replace Section number “7.60” with “7.6”.

Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31, replace Table number “610-7” with “610-8”.

Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32, replace Table number “610-8” with “610-9”.

Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32, replace Table number “610-6” with “610-7”.

Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10, replace Section number “9.5(E)” with “9.5.1(E)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40, replace Subarticle number “660-8(A)” with “660-8(C)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42, replace Subarticle number “660-8(C)” with “660-8(A)”.

Division 7

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

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

Division 10

Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4, replace Table number “1012-8” with “1012-5”.

Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8, replace article number “1080-9” with “1080-7”.

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

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

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

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

Division 14

Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36, replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.

Page 14-22, Article 1412-2 MATERIALS, line 29, replace UL Standard “1572” with “1598”.

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44, replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25") Linear Foot

Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5, replace article number “1540-4” with “1550-4”.

Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11, replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)

(3-18-03) (Rev. 5-21-19)

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, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

TITLE VI AND NONDISCRIMINATION:

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

(e) Sanctions for Noncompliance:

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

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's

Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

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

3. Time Limits and Filing Options

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

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

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

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

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

**TABLE 103-1
COMPLAINT BASIS**

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

(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
 - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
 - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**
- **The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*
- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

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

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

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

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

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

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

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

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

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

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements

imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet of

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

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

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

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

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet of

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

**** Dollar Volume of MBE Subcontractor \$ _____**

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor \$ _____**

WBE Percentage of Total Contract Bid Price _____%

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

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

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

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

ADDENDA

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

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

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

Full Name of
Partnership

Address as
Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

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

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor. By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

Print or Type Signer's Name Print or Type Signer's Name

If Corporation, affix Corporate Seal AND

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

Print or Type Signer's Name Print or Type Signer's Name

If Corporation, affix Corporate Seal AND

(4) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

Print or Type Signer's Name Print or Type Signer's Name

If Corporation, affix Corporate Seal

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual Name

Trading and Doing Business As

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder

 Print or Type Name

 Address as Prequalified

 Signature of Prequalified Bidder, Individually

 Print or type Signer's Name

 Signature of Witness

 Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

EXECUTION OF CONTRACT

Contract No: D7POC416

County: Orange County

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

North Carolina Department of Transportation

ATTACHMENT A: PROPOSED MONTHLY SERVICE FEE - CONTRACT BID FORM

CONTRACT NO.: D7POC416 TIP NO.: I-3306AD
WBS ELEMENT NO.: 34178.3.7
COUNTY: Orange
DESCRIPTION: Light & Heavy Towing & Recovery Program

The NCDOT does not guarantee or imply any specific number of tows or other service that will occur during the life of this Contract.

Refer to "Monthly Service Fee" Section for further details on services included under the Service Fee. Prospective bidders must include a proposed Monthly Service Fee for removing abandoned vehicles, disabled vehicles and conducting Safety Tows for both Light and Heavy-Duty Towing.

MONTHLY SERVICE FEE: \$ _____

TOTAL BID: \$ _____
{Total Bid = Twelve (12) Months x Monthly Service Fee (as indicated above)}

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number NA

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

Point of Contact for Post Bid Inquiries (e.g., Letters of Intent, Insurance, Bonds, Contract Execution, etc.):

Name _____

Email _____

Phone _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ATTACHMENT B

I-40 ORANGE COUNTY LIGHT & HEAVY TOW AND RECOVERY PROGRAM SERVICE AGREEMENT

1 Truck and Equipment Information

All equipment requirements can be found in Section 4.9 Capability Requirements and Preferred Equipment. Below, list all the equipment that meets the required capabilities of the contract for each vehicle or item. Space is provided for additional vehicles and items. Additional consideration will be given for equipment listed that goes beyond the minimum requirements.

Each wrecker and equipment shall be operating properly at all times.

Table 1 below should be completed as it relates to Light Duty vehicle and equipment requirements:

Table 1 Light Duty Vehicle Requirements

Vehicle Description	Make, Model, Year	Boom (or winch) capacity	Wrecker Tag #	VIN #
Rollback/Flatbed Wrecker(s)				
Small Vehicle Wrecker(s)				
Support Unit with Equipment				
Wheel loader, Backhoe or Skid Steer				
OTHER				
Vehicle Description	Make, Model, Year	Boom (or winch) capacity	Wrecker Tag #	VIN #

Please confirm that you have each of the required equipment listed below by marking an x in the second column.

Table 2 Light Duty Equipment Requirements

Equipment Description	Confirm Possession (w/ X)
Vehicle Dolly	
Digital Camera with the ability to time and date stamp images	
Hydraulic Rotary Broom Sweeper attachment for skid steer, wheel loader, or backhoe	
Legally required lighting	
Tires	
Broom	
Shovel	
Wrecking Bar or Auto Power Machine	
Recovery Lights or Spotlights on Rear of Wrecker	
Fire Extinguisher	
Reflectorized Safety Vest (for driver)	
Brake	
Axe	
Bolt Cutter	
Flares – Six (6)	
Snatch Blocks – two (2)	
Oil Dry (5 lb. bag)	
Amber Flashing Light	
Current State Inspection	
Current Tow Zone Map	

Table 3 should be completed as it relates to the Heavy Duty vehicle requirements:

Table 3 Heavy Duty Vehicle Requirements

Vehicle/Equipment Description	Make, Model, Year	Boom (or winch) capacity	Wrecker Tag #	VIN #
Hydraulic Rotator (40-ton minimum)				
Two Hydraulic Wrecker Units combined that equal up to 60 tons				

Vehicle/Equipment Description	Make, Model, Year	Boom (or winch) capacity	Wrecker Tag #	VIN #
Tilt bed, hydraulic, lowboy semi-trailer (Landoll or equivalent) with a minimum 35-ton capacity, minimum 40 feet bed, and a winch with 75 ft. of 5/8" cable (or better) with Tractor.				
Support Unit with Equipment				
Wheel loader, Backhoe or Skid Steer				
OTHER				
Vehicle/Equipment Description	Make, Model, Year	Boom (or winch) capacity	Wrecker Tag #	VIN #

Please confirm you have each of the required heavy duty equipment by marking an "x" in the second column.

Table 4 Heavy Duty Equipment Requirements

Equipment	Confirm Possession (w/ X)
Trailer Dolly	
Digital Camera with the ability to time and date stamp images	
Airbag recovery system	
Extended reach knee boom (i.e. Underlift) on Heavy Hydraulic or Rotator	
Hydraulic Rotary Broom Sweeper attachment	

Equipment	Confirm Possession (w/ X)
Legally required lighting	
Tires	
Broom	
Shovel	
Wrecking bar or auto power machine	
Recovery lights or spotlights on rear of wrecker	
Fire extinguisher	
Reflectorized safety vest for driver	
Brake	
Axe	
Bolt cutter	
Flares (6)	
Snatch blocks (2)	
Oil dry (5 lb. bag)	
Amber flashing light	
Current state inspection	
Air line connector and hose (large vehicle wrecker only)	
Light hook-up and line (large vehicle wrecker only)	
Current Tow Zone Map	
OTHER	
Equipment	Confirm Possession (w/ X)

Where applicable, list your sub-contracted equipment providers:

Contracted Equipment	Contract Company Name, Address, Phone Number	Contract Location (where equipment is deployed from)
MUTCD and NCDOT Compliant traffic controls for recovery operations		
Disposal delivery to incident		
Vacuum of suction service		
OTHER		

2 General Liability Insurance

Participation in the I-40 Orange County Light and Heavy TRP requires the Contractor retain a minimum of \$5 million general liability insurance policy that must include specific insurance types and coverage limits as specified in Section 5.10 Liability. Please list your insurance information below:

Insurance Company	
Insurance Company's Contact (Phone Number)	
Insurance Company Address	
Date of Policy	
Policy Number	
Amount of Policy	

3 Vehicle and Equipment Insurance

Please list the insurance coverage information for your vehicles and equipment here:

Insurance Company	
Insurance Company's Contact (Phone Number)	
Insurance Company Address	
Date of Policy	
Policy Number	
Amount of Policy	

5 Additional Notes

A large, empty rectangular box with a thin black border, occupying the majority of the page below the section header. It is intended for handwritten or typed notes.

ATTACHMENT C: WORK ORDER ASSIGNMENT – SINGLE AWARD CONTRACT

Form IDIQ-1SA
Rev Feb. 18, 2022

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
WORK ORDER ASSIGNMENT – Single Award Contracts

Contract Title:	
Awarded Contractor:	PO #:

LDs (yes or waived):

Work order Number: _____

Project Location: _____

Project WBS: _____ **Payment & Performance Bonds Required (yes or no):** _____

Project Description and Special Notes:

Estimate of Line Items and Quantities, add additional rows if needed. Payment will be based on actual line items and quantities verified in the field.			
Line Code Item No.	Description	Unit	Quantity
Estimate Total:			

Estimate Approved By: _____ **Date:** _____

In acceptance of this work order, the contractor agrees to mobilize and pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract or as may be amended by the completion date.

Date of Availability:	Completion Date:
NCDOT's Signature:	Date of Signature:
Contractor's Signature:	Date of Signature: