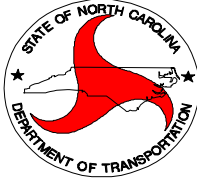


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



**REQUEST FOR PROPOSAL**

**DATE AND TIME OF BID OPENING: SEPTEMBER 22, 2021 AT 2:00 P.M.**

**BID PROPOSAL NO.: 54-CA-01-12005110**

**WBS ELEMENT NO.: VARIOUS**

**COUNTIES: DIVISION 1 – BERTIE, GATES, HERTFORD, MARTIN,  
NORTHAMPTON, AND WASHINGTON COUNTIES**

**ROUTE NO.: VARIOUS**

**TYPE OF WORK: DIVISION WIDE SWEEPING OF HIGHWAYS AND  
BRIDGES**

**DATE OF AVAILABILITY: SEPTEMBER 1, 2021**

**COMPLETION DATE: AUGUST 31, 2022**

**SMALL BUSINESS CERTIFICATION MANDATORY**

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT NO. 54-CA-01-12005110 IN BERTIE, GATES, HERTFORD, MARTIN,  
NORTHAMPTON, AND WASHINGTON COUNTIES, NORTH CAROLINA**

**DATE: SEPTEMBER 1, 2021**

**DEPARTMENT OF TRANSPORTATION**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **54-CA-01-12005110**; 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. **54-CA-01-12005110** in Bertie, Gates, Hertford, Martin, Northampton, and Washington Counties 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.

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## PROJECT SPECIAL PROVISIONS

### GENERAL

This contract is for sweeping on various routes of the state maintained roads at various sites throughout Bertie, Gates, Hertford, Martin, Northampton, and Washington Counties.

All work and materials shall be in accordance with the provisions of the General Guidelines and the Project Special Provisions of this contract, the North Carolina Department of Transportation *Standard Specifications for Roads and Structures 2018*, the North Carolina Department of Transportation *2018 Roadway Standard Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications for Roads and Structures 2018*.

### SMALL BUSINESS ENTERPRISE (SBE) CONTRACT

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/influence, or national origin.

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials. **Only contractors currently certified as a SBE Contractor by the NCDOT Office of Civil Rights SBE Program Manager and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

If unsure as to whether a firm is currently certified by NCDOT, search the Directory of Transportation Firms at the following website: <https://www.ebs.nc.gov/VendorDirectory/default.html>.

Bids received from firms that are not certified as SBE Contractors through NCDOT Office of Civil Rights SBE Program Manager will not be opened.

**Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to the SBE Program Manager prior to bid submittal to allow for review time.** Additional information on the program, including the application to become certified, may be obtained online at the following website:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx>

Bidders must renew their SBE status and recertify each year. It is the bidder's responsibility to ensure that their existing SBE status does not lapse prior to bid opening (or beginning work as a subcontractor). **Advance notification of pending renewal dates is not guaranteed.**

Per G.S. 136-28.10, a NC General Contractor's license may be waived for SBE contracts. For this project, the NC General Contractor's license will be waived. Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment and performance bonds will be waived.

**CONTRACT TIME AND LIQUIDATED DAMAGES**

**The date of availability for this contract will be September 1, 2021.**

**The completion date for this contract is August 31, 2022.**

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for four (4) additional periods of one (1) year each (maximum five – (5) years total). The unit bid prices will be increased by three (3%) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when the extension to the contract is implemented. The Engineer will notify the Contractor in writing by May 15th, if the contract may be extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

If the term of the contract is extended, the date of availability for subsequent year(s) will be **September 1** and the completion date will be **August 31**.

No extensions will be authorized except as authorized by Article 108-10 of the *2018 Standard Specifications*.

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

**INTERMEDIATE CONTRACT TIME NUMBERS 1-3 AND LIQUIDATED DAMAGES:**

Includes successful completion of Highway and Bridge Sweeping and Bridge Cleaning on all designated locations on primary and secondary routes/bridges in all counties. Refer to the following table for Intermediate Completion Times (ICT) dates.

If a renewal is offered, the Date of Availability and Date of Completion for each Cycle will be adjusted by the Engineer and the adjusted dates will be provided to the Contractor at the time of renewal offer and shall become the Intermediate Contract Times (ICTs) for the renewed contract period.

The liquidated damages are **Five Hundred-Fifty Dollars (\$500.00)** per calendar day.

<b>ICT #</b>	<b>Date of Availability</b>	<b>Date of Completion</b>
1	September 1, 2021	December 31, 2021
2	January 1, 2022	April 30, 2022
3	May 1, 2022	August 31, 2022

**INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES:**

Includes successful completion of Bridge Joint Washing on all designated bridges. Refer to the following table for Intermediate Completion Times (ICT) dates.

If a renewal is offered, the Date of Availability and Date of Completion for this work will be adjusted by the Engineer and the adjusted dates will be provided to the Contractor at the time of renewal offer and shall become the Intermediate Contract Time (ICT) for the renewed contract period.

ICT #	Date of Availability	Date of Completion
4	May 30, 2022	August 30, 2022

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

**INTERMEDIATE CONTRACT TIME NUMBER 5 AND LIQUIDATED DAMAGES**

(2-20-07)

108

SP1 G14 A

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

**DAY AND TIME RESTRICTIONS**

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

**EXCEPTION: IN DARE COUNTY AND BRIDGES LEADING INTO DARE COUNTY**

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

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

**HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **2:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.  
 If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of **2:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** the day before Veteran's Day observance and **8:30 a.m.** the day after Veteran's Day observance.

- 9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
- 10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

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

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

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

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

**CONTRACT BID QUANTITIES**

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.

**NON-EXCLUSIVE CONTRACT**

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

**SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS):**

(4-20-21)

SP1 G74

This contract is a multi-year maintenance contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. In accordance with N.C. General Statute §136-28.10, an award in a maintenance contract shall not exceed \$500,000 per year. This contract award is limited to \$500,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

**AWARD OF CONTRACT**

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

All awards are final and are not subject to further review. Any formal complaints concerning awards should be made in writing to the Engineer.

**INSURANCE**

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Refer to Section 107-15 in the "*Standard Specifications for Roads and Structures, 2018*" for additional information.

**PAYMENT AND RETAINAGE**

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

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

All invoices shall be original and submitted to the Division Roadside Environmental Engineer for approval. **Statements of all Subcontractor payments shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS), they shall be original and in ink.**

**Payment will not be made until invoices and DBE-IS forms are received. Invoices should be received by the Department within 30 days of the completion of the work.**

All requests for payment shall be submitted to:

**Mr. Dennis Robertson  
Division Roadside Environmental Engineer  
N.C. Department of Transportation  
427 Ocean Highway North  
Hertford, NC 27944**

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

All work or items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. The advertised bid quantities 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. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications.

**PROSECUTION OF WORK**

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



In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Two Hundred and Fifty Dollars (\$250.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

### **POSTED WEIGHT LIMITS**

The Contractor's attention is directed to Article 105-15 of the *2018 Standard Specifications* and to the fact that various Primary and Secondary Roads and bridges may be posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

### **RAILROAD GRADE CROSSING**

Provide at least 2 weeks advance notice to the railroad's local Roadmaster or Track Supervisor when the use of slow-moving or stopped equipment is required over at-grade railroad crossings.

### **NO MAJOR CONTRACT ITEMS**

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

### **NO SPECIALTY ITEMS**

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

### **EQUIPMENT IDLING GUIDELINES:**

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.

### **OUTSOURCING OUTSIDE THE USA**

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.

## **ROADWAY SPECIAL PROVISIONS**

### **ROUTINE SWEEPING**

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

### **ADDITIONAL SWEEPING**

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

### **SWEEPING CYCLE**

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

### **BRIDGE CLEANING**

Contractor shall remove all debris in the entire length of all expansion joints and shall wash the bridge deck in a 7' swath from the bridge rail toward the center line of the bridge. Contractor shall remove all debris on the bridge deck within that swath.

Contractor shall clean bridge decks, expansion joints, etc. with a minimum High Pressure (1500 psi) wash system equipped with a 1500 psi high pressure hand held gun with 50 feet of hose on a retractable reel to effectively clean weep holes and expansion joints, etc.

### **BRIDGE CLEANING CYCLE**

A bridge cleaning cycle shall constitute the completion of all bridges on the bridge cleaning log. One complete bridge cleaning cycle per year shall be required.

### **ROAD IMPROVEMENTS**

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

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

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

### **EQUIPMENT REQUIREMENTS**

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

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

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

- 1) Sweeper equipment shall be equipped with a revolving or strobe light and signage. A flashing arrow panel will be optional equipment on the Sweeper.
  - a) The Revolving or strobe light shall be visible for a minimum of one (1) mile, flashing sixty to ninety times per minute, mounted for three hundred sixty degrees of visibility and equipped with amber lens.
  - b) Should the contractor elect to use a flashing arrow panel, it shall be a minimum size of 30" by 60" and conform to the requirements for advance warning arrow panel, Type B as specified in Section 6F-3, Figure VI-9 of the MUTCD. The flashing arrow panel shall be mounted as high as practicable. On two-lane, two-way roadways, the flashing arrow panel shall be set to flashing Caution mode (four-corner flash). On all other roadways, the flashing arrow panel shall be set to flashing arrow mode directed to move traffic appropriately to the left or right.
  - c) On two-lane, two-way roadways, a sign shall be mounted to the back of the flashing arrow panel or to a brace at the back of the cab reading "Slow Moving Traffic" or "Keep Right".
- 2) A minimum of one Buffer Truck shall be required. The buffer truck shall be a single axle dump truck or larger, weighing no less than 18,000 pounds empty truck weight shall be provided. The Buffer Truck is to travel behind the Sweeper and shall be completely in the travel lane. The Buffer Truck shall be equipped with an impact attenuator, a revolving or strobe light, a flashing arrow panel and appropriate signage.
  - a) The buffer truck shall be equipped with an appropriate sized impact attenuator, mounted on the rear of the buffer vehicle and designed to minimize impact of rear-end collisions. The attenuator shall be NCHRP 350. We will require proof of NCHRP 350 certification. This is for the safety of both traveling public as well as the driver of the buffer truck.
  - b) The Revolving or strobe light shall be visible for a minimum of one (1) mile, flashing sixty to ninety times per minute, mounted for three hundred sixty degrees of visibility and equipped with amber lens.
  - c) The flashing arrow panel shall be a minimum of 30" x 60" in size and conform to the requirements for advance warning arrow panel, Type B as specified in Section 6F-3, Figure VI-9 of the MUTCD. The flashing arrow panel shall be mounted as high as practicable. On two-lane, two-way roadways, the flashing arrow panel shall be set to flashing Caution mode (four-corner flash). On all other roadways, the flashing arrow panel shall be set to flashing arrow mode directed to move traffic appropriately to the left or right.
  - d) On the back of the Buffer Truck, on multilane, divided roadways a 48" x 48" sign advising approaching vehicles that the appropriate lane is closed ("Left Lane Closed" or "Right Lane Closed") shall be displayed. On two-lane, two-way roadways, this sign should read "Slow Moving Traffic" or "Machinery in Road". This sign shall be mounted a minimum of 1' off the pavement and should not block the motorist's sight of the arrow panel and/or light bar.
- 3) An Advance Warning Vehicle may be used on multilane, divided roadways with speed limits greater than 55 MPH. When used, the Advance Warning Vehicle shall travel behind the Buffer Truck and in as much as possible shall be

positioned close to the curb and out of the travel lane. The Advance Warning Vehicle shall be equipped with an impact attenuator, a revolving or strobe light, a flashing arrow panel and appropriate signage.

- a) The Revolving or strobe light shall be visible for a minimum of one (1) mile, flashing sixty to ninety times per minute, mounted for three hundred sixty degrees of visibility and equipped with amber lens.
  - b) The flashing arrow panel shall be 30" x 60 inches in size, Type B as specified in Section 6F-3, Figure VI-9 of the MUTCD. The flashing arrow panel shall be mounted as high as practicable. The flashing arrow panel shall be set to flashing arrow mode directed to move traffic appropriately to the left or right.
  - c) On the back of the Advance Warning Vehicle a 48" x 48" sign advising approaching vehicles that the appropriate lane ahead is closed ("Left Lane Closed Ahead" or "Right Lane Closed Ahead") shall be displayed. This sign shall be mounted a minimum of 1' off the pavement and should not block the motorist's sight of the flashing arrow panel and/or light bar.
- 4) On multilane, divided roadways with speed limits of 55 MPH or less and two-lane, two-way traffic roadways, one of the following options shall be exercised to provide advance warning to approaching traffic:
- a) Truck mounted advance-warning sign on an Advance Warning Vehicle.
    - i) On multilane, divided roadways with speed limits of 55 MPH or less, on the back of an Advance Warning Vehicle a 48" x 48" sign advising approaching vehicles that the appropriate lane ahead is closed ("Left Lane Closed Ahead" or "Right Lane Closed Ahead") shall be displayed.
    - ii) On two-lane, two-way roadways, this sign should read "Slow Moving Traffic" or "Machinery in Road".
    - iii) This sign shall be mounted a minimum of 1' off the pavement and should not block the motorist's sight of the arrow panel and/or light bar.
  - b) Truck mounted Changeable Message Sign in an Advance Warning Vehicle.
  - c) Ground Mounted advance warning signs
    - i) Must use "Machinery in Road Next 5 Miles" or "Sweeping Ahead Next 5 Miles" and circle to pick up signs and reposition as necessary.
  - d) Ground Mounted Changeable Message sign.
    - i) Must use "Machinery in Road Next 5 Miles" or "Sweeping Ahead Next 5 Miles" and circle to pick up signs and reposition as necessary.
- 5) If sweeping operations are conducted during night time hours, the following provisions must be made:
- a) Ground mounted signs must have type B flashing lights attached. Truck mounted signs do not require Type B flashing lights.
  - b) Operations must include a changeable message sign.
  - c) Machinery and/or auxiliary lighting as approved by the Engineer must illuminate operations.

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

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

## **OPERATION OF EQUIPMENT**

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

The distance between the Sweeper and the Buffer Truck will vary due to sight distance needs. However, it is critical that the operators be aware that if the gap is too great, motorists will attempt to pass and may cut into the middle of the caravan

of operation. For this reason, operators are advised to be constantly aware of approaching traffic and make reasonable adjustments as needed to prevent motorists from entering the space between the Sweeper and the Buffer Truck, thereby safeguarding the caravan operations from potential accidents. Radio communication between vehicles is recommended.

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

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

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

### **REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Contractor may dispose of materials in DOT Maintenance yard sites. The sites are open Monday through Friday from 7:00 a.m. to 3:30 p.m.

Prior to disposing of debris at a DOT site, Contractor shall make contact with the responsible person at each DOT yard for instructions on where they prefer sweeper debris and other roadway debris to be dumped. A copy of DOT Yard Locations can be found on page 25.

In as much as possible, other roadway debris such as, but not limited to rubber, plastic, glass, wood, styrofoam, metal, dead birds and small animals, etc. shall be removed from the roadway prior to sweeping and shall be kept separate from debris being swept into the sweeper hopper and shall be disposed of as instructed at the DOT sites.

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

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

### **WATER**

Water fill-up is available at DOT Maintenance yards. The size of water taps available at these sites is listed in the DOT Yard Locations on page 25. Be advised that there are no fire hydrants at these locations. If the Contractor prefers to obtain water from a fire hydrant, Contractor shall obtain written permission from the hydrant owner. Such written permission shall be submitted to the Department. Obtaining water from a fire hydrant without written permission will be viewed by the Department as a breach of contract conditions.

### **WORK ACCOMPLISHED**

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

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

The contact person for this project will be Mr. Tony Wilson. Mr. Wilson may be reached at (252) 426-4180 and by e-mail at [twwilson1@ncdot.gov](mailto:twwilson1@ncdot.gov) or by FAX at (252) 426-3653.

**METHOD OF MEASUREMENT**

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

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

The quantity of “Bridge Cleaning” to be paid for will be the actual number of square feet, measured along the surface of the ground which have been cleaned and accepted.

The quantity of “Additional Bridge Cleaning” to be paid for will be the actual number of square feet, measured along the surface of the ground which have been cleaned and accepted.

**BASIS OF PAYMENT**

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

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

The quantity of “Bridge Cleaning”, measured as provided above, will be paid for at the contract unit price per square foot for the various bridges.

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

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

Routine Sweeping.....	Shoulder mile
Additional Sweeping.....	Shoulder mile
Bridge Cleaning .....	Square Foot
Additional Bridge Sweeping.....	Square Foot

**TEMPORARY TRAFFIC CONTROL (TTC)**

(7-16-13)(Rev. 1-16-18)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01, 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01,

1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2018 Standard Specifications* and the Engineer.

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

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

## **WORK ZONE SIGNING**

### **Description**

Install advance/general warning work zone signs according to the Detail Drawing provided in these plans prior to beginning of work. Install and maintain signing in accordance with the attached drawings and Divisions 11 and 12 of the *2018 Standard Specifications*.

### **(A) Installation**

All stationary Advance/General warning work zone signs require notification to existing Utility owners per Article 105-8 of the *2018 Standard Specifications* and Special Provision SP1 G115 within 3 to 12 full working days prior to installation.

Install Advance/General warning work zone signs before beginning work on a particular map. If signs are installed more than 7 calendar days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone Advance/General warning sign separately and not on the same post or stand with any other sign except where an advisory speed plate or directional arrow is used.

All stationary signing is to be installed as shown on the detail drawing(s) unless otherwise directed by the Engineer. The signs as shown on the detail drawing(s) are all that are required for a contractor to begin a resurfacing contract. Any additional signs requested by the Engineer shall be installed within 7 business days of the start of contract work. All sign locations are to be verified by the Engineer prior to installation. Once the signs have been installed and accepted, any sign relocations requested by the Department will be compensated in accordance with Article 104-7. Any additional signs other than the ones shown in the drawing will be compensated in accordance with Article 104-7.

No stationary -Y- Line advance warning signage is required unless there's more than 1,000 feet of resurfacing along the –



Y- line. Whenever work proceeds through an intersection, portable signs shall be used for traffic control. There will be no direct compensation for any portable signing.

If there is a period of construction inactivity longer than 14 calendar days, remove or cover advance/general warning work zone signs. Uncover advance/general warning work zone signs no more than 7 calendar days before work resumes. All other operations may be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

### **(B) Sign Removal**

Once Maps on the Project are substantially complete, it's acceptable practice to remove the Stationary Work Zone Signs in lieu of waiting until all of the Maps are completed on the Project. A Map is substantially complete when the resurfacing operations are finished and the shoulders are brought up to the same elevation as the proposed pavement and when pavement markings (paint) are installed along the centerline and edge lines. The final pavement markings (ex. Thermoplastic/Polyurea) or pavement markers (Raised/Snowplowable) don't have to be installed for Maps to be considered substantially complete. Final pavement marking/markers are installed with portable signing according to Roadway Standard Drawing 1101.02, sheet 11 or 12.

**Stationary Work Zone Sign removal is a condition of final project acceptance.**

### **(C) Lane Closure Work Zone Signs**

Install any required lane closure signing needed during the life of the project in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*.

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

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

*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(E) of the *2018 Standard Specifications*.

**BIDS OVER LIMIT**

In accordance with GS 136-28.1(b), if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

**SAFETY VESTS**

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

**NOTE: Failure to wear an OSHA approved reflective vest or outer garment on the project will result in immediate documentation of reduction in compensation of One Hundred Dollars (\$100.00) for each occurrence.**

**CONTRACTOR CLAIM SUBMITTAL FORM**

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

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

**DRIVEWAYS AND PRIVATE PROPERTY**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

**COOPERATION WITH STATE FORCES**

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

**ERRATA**

Revise the *2018 Standard Specifications* as follows:

**Division 7**

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

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

**Division 10**

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

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

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

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

**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

**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 <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.

2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

**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:**

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT’s Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT’s Notice of Nondiscrimination and the Contractor’s own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - 2. Physically incorporate the required Title VI clauses into all subcontracts on 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

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>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. <b>Note:</b> 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.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</p>
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**(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:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (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, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

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

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

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the 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.
- 1. 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. \*
- 2. 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.

**DIVISION ONE COUNTY MAINTENANCE FACILITIES**

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

**Maintenance Yards Hours: 7:00 am to 3:30 pm**

<b>County</b>	<b>Street Address</b>	<b>Phone</b>
<b>Bertie</b>	<b>120 Powell &amp; Stokes Rd., Windsor, NC 27983</b>	<b>(252) 794-4356</b>
Water fill up is a:	2" Hydrant	
<b>Camden</b>	<b>1929 C North Road St., Elizabeth City, NC 27909</b>	<b>(252) 331-4778</b>
Water fill up is a:	2" Hydrant	
<b>Chowan</b>	<b>134 Sandy Ridge Rd., Tyner, NC 27980</b>	<b>(252) 306-6000</b>
Water fill up is a:	2" Hydrant	
<b>Currituck</b>	<b>397 Maple Rd., Maple, NC 27956</b>	<b>(252) 453-2721</b>
Water fill up is a:	2" Hydrant	
<b>Dare</b>	<b>306 Simon St., Manteo, NC 27954</b>	<b>(252) 473-2990</b>
Water fill up is a:	¾" Hose Bib	
<b>Gates</b>	<b>304 US 158 W., Gatesville, NC 27938</b>	<b>(252) 357-0844</b>
Water fill up is a:	¾" Hose Bib	
<b>Hertford</b>	<b>318 W. Modlin Rd., Ahoskie, NC 27910</b>	<b>(252) 209-2720</b>
Alt. Dump Site	Smith Pit - 703B NC-11S, Ahoskie, NC 27910	
Water fill up is a:	2" Hydrant	
<b>Hyde</b>	<b>1245 Main St., Swan Quarter, NC 27885</b>	<b>(252) 926-3676</b>
Water fill up is a:	2" Hydrant	
<b>Martin</b>	<b>1740 Prison Camp Rd., Williamston, 27892</b>	<b>(252) 792-2503</b>
Water fill up is a:	2" Hydrant	
<b>Northampton</b>	<b>9339 Hwy 305N, Jackson, NC 27845</b>	<b>(252) 534-4031</b>
Water fill up is a:	¾" Hose Bib	
<b>Pasquotank</b>	<b>1929 C North Road St., Elizabeth City, NC 27909</b>	<b>(252) 331-4778</b>
Water fill up is a:	2" Hydrant	
<b>Perquimans</b>	<b>427 Ocean Hwy N., Hertford, NC 27944</b>	<b>(252) 426-4170</b>
Water fill up is a:	2" Hydrant	
<b>Tyrrell</b>	<b>2142 Old Columbia Rd., Columbia, NC 27925</b>	<b>(252) 796-4621</b>
Alt. Dump Site	Raccoon Rd Pit-NC94N & Raccoon Rd., Creswell, NC 27928	
Water fill up is a:	¾" Hose Bib	
<b>Washington</b>	<b>14193 NC Hwy 94N, Creswell, NC 27928</b>	<b>(252) 791-4100</b>
Alt. Dump Site	Plymouth Storage Yard-1300 US64W, Plymouth, NC 27962	
Water fill up is a:	2" Hydrant	

COUNTY AND TOWNSHIPS FOR SWEEPING

Co. #	City	Route	SHM	SQ Ft of Bridge
	Bertie			
008	Midway	US 17 BOC to EOC	4.20	
008	Midway	NC 45 BOC to EOC	0.20	
008	Midway	US 17 Salmon Creek BR East EOC section		7392.00
008	Near Edenton	US-17 Chowan River BR		321552.00
008	Near Edenton	US-17 BR next to Chowan River BR		11088.00
008	Askewville	SR 1349 - Bryant St.	0.40	
008		SR1304-W. Askewville St	1.40	
008	Aulander	NC305-Commerce St	1.20	
008		NC11 BUS-Main St	2.00	
008	Colerain	NC 42-W. River Rd	0.50	
008		SR 1335-E. River St.	1.10	
008		SR1353-N&W Academy St NC 42-NC 45	0.60	
008		SR 1329-Glover St.	0.40	
008		SR 1336-Sunrise St.	0.20	
008		NC 45-Main St	1.00	
008	Kelford	NC308-Main St	0.80	
008	Lewiston	NC 308-West Church St	0.30	
008		SR 1145-East Main St	0.20	
008	Powellsville	NC 42 - Main Street	1.10	
008		SR 1321 - S. Commerce St.	0.70	
008	Roxobel	SR1208-Church St	0.80	
008		SR1139-Church St	0.20	
008		308 Main St.	0.80	
008	Near Plymouth	NC 45/308 Cashoke Creek BR		3696.00
008	Windsor	US 13 Cashie River BR		3696.00
008	Windsor	US 17 Bypass Cashie River BR		51744.00
008	Near Lewiston	NC 11 J.J. Monk Harrington BR		7392.00
008	Near Lewiston	NC 11 Sm. BR by Monk Harrington BR		3696.00
008	Near Williamston	US 13/17 10 BRs btw'n Roanoke Rvr & Roquist Crk		59136.00
<b>Total - Bertie County</b>			<b>18.10</b>	<b>469392.00</b>
	Gates			
037	Gatesville	NC37-Main St	2.10	
037		NC117-Court St	0.80	
037		US 158 BUS-Maple St	0.40	
037		NC 37	0.30	
037		SR1111-Beside Crt Hse	0.20	
037	Near Eure	US 158 (near SR 1128)		7392.00
037	Near Eure	US 158 Chowan Rvr Br to 158 & 13 Intersection (capped islands)	1.50	
<b>Total - Gates County</b>			<b>5.30</b>	<b>7392.00</b>
	Hertford			
046	Murfreesboro	US 258	1.10	
046		US158/258 BUS & NC 11	0.10	
046		158/258 Main St BOC to EOC	5.20	
046		SR 1160-Spring Ave	1.20	
046		SR 1179-Union St	1.50	
046	Near Harrellsville	NC-45 Wiccacon River BR		11088.00
046	Near Winton	US-13 & 158 Thad Eure BR - Chowan River		31416.00
046	Murfreesboro	US 258 Meherrin River BR		14784.00
046	Near Ahoskie	NC 42 Sm. BR		3696.00
046	Cofield	NC 45	0.10	
046		SR 1403 Ahoskie Cofield	0.10	

COUNTY AND TOWNSHIPS FOR SWEEPING

Co. #	City	Route	SHM	SQ Ft of Bridge
046	Harrellsville	NC 45-Main St	1.00	
046		SR 1002-Quebec Rd	0.40	
046	Winton	NC45- Main & Mulberry	1.60	
046		SR1458-City Street Brickell, King & Main	0.10	
046	Near Murfreesboro	US 158 Potecasi Creek BR		11088.00
046	Near Murfreesboro	US 158 (capped islands 158 Bus to SR 1176 Tall Cotton)	2.55	
046	Near Murfreesboro	US 158 (capped islands SR 1176 to Chowan River)	2.43	
<b>Total-Hertford County</b>			<b>17.38</b>	<b>72072.00</b>
	Martin			
058	Bear Grass	SR 1001-Bear Grass Rd	0.90	
058		SR1106 - Smithwide Creek	0.40	
058	Everetts	SR 1138-Broad Street	0.40	
058	Jamesville	US 64	2.00	
058		US 64 BUS	0.20	
058		NC171-St. Andrew St	1.20	
058	Oak City	NC 11/42	1.40	
058		SR 1002-Commerce St	0.40	
058		NC 125-Green St	0.60	
058	Robersonville	NC 903-Main St BOC to EOC	2.70	
058		Trk Rt NC903-Grimes St	0.60	
058		SR 1159-3rd St Flat Swamp	2.10	
058		SR 1301 US 64 to Old Perdue	0.20	
058		SR 1400-Green St	0.80	
058		US 64-Alternate - Academy St	2.50	
058	Hamilton	NC 125-Liberty St - Stop Light to EOC	1.10	
058		NC 903-Front St	1.70	
058	Near Williamston	US 13/17 Roanoke River BR		29568.00
058	Near Oak City	NC 11 3 sm BRs (2 just S of RR 1 just N Oak City)		14784.00
<b>Total-Martin County</b>			<b>19.20</b>	<b>44352.00</b>
	Northampton			
066	Conway	US 158-Main St	3.00	
066		NC 35-Church St	0.80	
066	Pendelton	SR 1337 Britton Rd	0.20	
066	Severn	SR 1334-Main St.	0.90	
066	Gaston	NC 46	1.60	
066		NC 48	1.00	
066	Jackson	US 158-Jefferson St	2.00	
066		NC 305N.Church St.	1.20	
066		SR 1108-Depot Street	1.00	
066		SR 1368-Atherton Rd.	0.20	
066	Lasker	SR 1516	0.20	
066	Potecasi	NC 35	0.10	
066	Rich Square	NC 305-Jackson St	0.40	
066		US 258-Main St	2.50	
066	Seaboard	NC 186	0.40	
066		NC 305-Main St	0.80	
066		SR 1335-Severn Church Rd.	0.10	
066	Woodland	NC 35-Spruce St	0.90	
066		US 258-Main St	1.10	
066		NC 35-Linden St	1.00	
066	Near Rich Sq.	US 258/NC 561 3 sm BRs between Rich Sq. & River		11088.00
066	Near Rich Sq.	US 258/NC 561 Roanoke River BR		7392.00

COUNTY AND TOWNSHIPS FOR SWEEPING

Co. #	City	Route	SHM	SQ Ft of Bridge
066	Near Rich Sq.	US 258/NC 561 BOC to EOC @ 308 Intersection	0.20	
066	Near Weldon	US 158 & US 301 Rock Fish Capital BR & BR next to it		14784.00
<b>Total - Northampton County</b>			<b>19.60</b>	<b>33264.00</b>
	Washington			
094	Creswell	SR 1142-Main St	1.10	
094		SR 1310-Sixth St	0.90	
094	Near Edenton	NC 32 Albemarle Sound BR		258720.00
094	Plymouth	US 64 BOC-EOC all through town	13.60	
094		NC 32/SR 1357 Washington St	1.90	
094		SR 1325-Main St	3.00	
094		SR 1342-Rankin Ln	0.10	
094		SR1335-3rd & Wilson St	1.00	
094	Roper	SR 1125-Millpond Rd (by Middle School)	0.20	
094		SR 1122 Old US 64/Buncomb Ave	1.20	
094		SR 1209-Railroad St	0.10	
094	Near Plymouth	NC 45/308 Zeb Vance BR (3 Rivers BR)		81312.00
094	Near Plymouth	NC 45/308 Conaby Creek BR		7392.00
<b>Total - Washington County</b>			<b>23.10</b>	<b>347424.00</b>
			<b>102.68</b>	<b>973,896.00</b>



## NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

### **BID PROPOSALS**

As stated under “AWARD OF CONTRACT” above, the Engineer will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Engineer, using his/her discretion, will determine whether a bidder is “responsible” and capable of performing the required work. The Bidder should demonstrate an understanding of the requirements of the contract, and that the requirements have been addressed in his bid to the satisfaction of the Engineer.

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

### **INSTRUCTIONS TO BIDDERS FOR TRADITIONAL PAPER BIDS**

All paper bid submittal documents shall be prepared and submitted in accordance with Article 102-8 of the Standard Specifications and the following listed requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid. At least one (1) original of the Bid Submittal Package and all signed addenda; shall be submitted as the Bidder's proposal. **For the benefit and convenience of the Department, please submit two (2) additional copies of the Bid Package.** The Department reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package (pages 1 through 15) furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected.
2. All entries including signatures shall be written in ink or typed.
3. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO (2) decimal places.
4. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
5. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount Bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. The Bid Submittal Package shall be placed in a sealed envelope and shall be delivered to and received in the DOT

Purchasing Section at the Transportation Building Complex at 1 South Wilmington Street, Room 337, Raleigh, NC 27601 by 2:00 pm on **SEPTEMBER 22, 2021**.

11. The sealed bid should display the following statement on the front of the sealed envelope:

**QUOTATION FOR PROPOSAL NO. 54-CA-01-12005110, SWEEPING  
TO BE OPENED AT 2:00 PM ON SEPTEMBER 22, 2021.  
ATTN: CHRISTIAN ANDRESEN  
NAME OF BIDDER**

12. If not delivered in person, the sealed envelope should be placed in another sealed envelope and the outer envelope should be addressed as follows:

**Proposal No. 54-CA-01-12005110  
Attention: Christian Andresen  
N.C. Department of Transportation  
Purchasing Section  
1 South Wilmington Street, Room 334B  
Raleigh, N.C. 27601**

**NOTE: THIS IS NOT A MAILING ADDRESS. THIS IS A STREET DELIVERY ADDRESS.**

**MAILED PROPOSALS WILL NOT BE DELIVERED AND WILL BE RETURNED.**

Failure to address proposals correctly could result in delayed delivery service.

**DELIVERY OF BIDS**

The entire Bid Submittal Package shall be placed in a sealed envelope and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, **SEPTEMBER 22, 2021**.

The Department of Transportation's Purchasing Section is located in the Transportation Building Complex at 1 South Wilmington Street, Room 337, Raleigh, NC 27601.

Bids hand delivered must be stamped received prior to 2:00 PM, **SEPTEMBER 22, 2021**. Proposals arriving after this date and time shall not be considered under any circumstances. To contact Purchasing by phone for directions, etc. the number is 919-707-2620.

**OPENING OF BIDS**

Bids subject to the conditions made a part hereof will be received until 2:00 pm on **SEPTEMBER 22, 2021**. and then publicly opened for furnishing the services as described herein.

Opening of bids is to be in the NCDOT Transportation Building Complex located at 1 South Wilmington Street, Raleigh 27601

**NOTE: Parking at the Transportation Building Complex is limited. Arrive early!**

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
BID SUBMITTAL PACKAGE**

Solicitation RFP No. 54-CA-01-12005110

September 1, 2021

Various Routes in Bertie, Gates, Hertford, Martin, Northampton, and Washington Counties

Division Wide Sweeping of Highways and Bridges

Bidder/Offeror: \_\_\_\_\_

**ATTENTION**

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public. This page is segregated for ease of redaction pursuant to a valid public records request.

This page will be removed and shredded, or otherwise kept confidential,  
before the procurement file is made available for public inspection.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SMALL BUSINESS ENTERPRISE CONTRACT**

**BID PROPOSAL NO.:** 54-CA-01-12005110

**WBS ELEMENT NOS.:** VARIOUS

**COUNTIES:** DIVISION 1 – BERTIE, GATES, HERTFORD, MARTIN, NORTHAMPTON, AND WASHINGTON COUNTIES

**TYPE OF WORK:** DIVISION WIDE SWEEPING OF HIGHWAYS AND BRIDGES

---

**CONTRACTOR CONTACT INFORMATION**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name of individual authorized to answer questions concerning the information contained herein:

Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**By submission of a bid package the bidder agrees that they shall provide sufficient labor, labor hours, supervision, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined in the discretion of the Engineer.**

**This entire bid submittal package (pages 1 through 15) is to be returned as the Contractor's bid and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, SEPTEMBER 22, 2021.**

Failure to complete the bid submittal documents will be cause for rejection of the Contractor's bid.

Deliver To:

**Bid No. 54-CA-01-12005110  
Attention: Christian Andresen  
N.C. Department of Transportation  
Purchasing Section  
1 South Wilmington Street, Room 334B  
Raleigh, N.C. 27601**

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
CONTRACT BID FORM**

**BID PROPOSAL NO.:** 54-CA-01-12005110

**WBS ELEMENT NOS.:** VARIOUS

**COUNTIES:** DIVISION 1 – BERTIE, GATES, HERTFORD, MARTIN, NORTHAMPTON, AND WASHINGTON COUNTIES

**TYPE OF WORK:** DIVISION WIDE SWEEPING OF HIGHWAYS AND BRIDGES

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Routine Sweeping	450	SHM	\$	\$
2	SP	Additional Sweeping	50	SHM	\$	\$
3	SP	Bridge Cleaning	975,896.00	SFT	\$	\$
4	SP	Bridge Sweeping	2,925,688.00	SFT	\$	\$
5	SP	Additional Bridge Sweeping	500,000.00	SFT	\$	\$
<b>TOTAL BID FOR PROJECT: \$</b>						

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

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

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

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

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ Federal ID \_\_\_\_\_

CONTRACTORS LICENSE NUMBER \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2018.*

*Reviewed by* \_\_\_\_\_ *(date)* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_ *(date)* \_\_\_\_\_  
*Procurement Specialist III*

**LIST OF MB & WB SUBCONTRACTORS**

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

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

**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_ %

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

**WBE 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.*

**LIST OF EQUIPMENT**

LINE ITEM	QTY	DESCRIPTION	YEAR MODEL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY*

**CONTRACTOR'S WORK EXPERIENCE AND REFERENCES**

**Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to sweeping services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to sweeping services which this business or its supervisors, managers, owners or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Engineer to determine whether a bidder is “responsible” and capable or able to perform the work necessary under the contract. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.**

- 1. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
- 2. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
- 3. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_



**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The bidder being duly sworn, solemnly swears (or affirms) 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 bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the bidder intends to do the work with 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 CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

By

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_

Full Name of Firm

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

EXECUTION OF BID
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

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

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**DEBARMENT CERTIFICATION**

## Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.



**BID SUBMITTAL PACKAGE CHECKLIST**

This checklist has been provided to assist you in completing your Bid Submittal Package. Review this list and verify that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contractor’s Information.
	3	Contract Bid Form.
	4	Listing of MBE/WBE Subcontractors. Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number zero.
	5	Listing of Equipment
	6	Contractor’s Work Experience and References, with a minimum of three (3) references included.
	7	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	15	Bid Submittal Package Checklist
		Addendum, if applicable.
		<b>Submit original and two (2) duplicate copies.</b>
		<b>Mark the original as “Original” and the copies as “Copy”.</b>

**YOU MUST BE CERTIFIED TO BID AS A SBE CONTRACTOR!  
SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTIONS.**

**End of bid submittal package!**