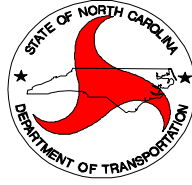


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



REQUEST FOR PROPOSAL

DATE AND TIME OF BID OPENING: AUGUST 9, 2023 AT 2:00 P.M.

MANDATORY PRE-BID: JULY 26, 2023 AT 9:00 A.M.

BID PROPOSAL NO.: 54-CA-01-12089854

WBS ELEMENT NO.: VARIOUS

COUNTY: DARE – DIVISION 1

**TYPE OF WORK: PROFESSIONAL LANDSCAPE PLANT BED AND MOWING
MAINTENANCE**

DATE OF AVAILABILITY: SEPTEMBER 1, 2023

COMPLETION DATE: AUGUST 31, 2024

SMALL BUSINESS CERTIFICATION MANDATORY

PRE-BID CONFERENCE MANDATORY

PROPOSAL
FOR THE CONSTRUCTION OF
BID NO. 54-CA-01-12089854 IN DIVISION 1 – DARE COUNTY, NORTH CAROLINA
JULY 19, 2023
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as **BID NO. 54-CA-01-12089854**; 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 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. 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 **BID NO. 54-CA-01-12089854**, 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.

TABLE OF CONTENTS

PROJECT SPECIAL PROVISIONS - GENERAL	PAGE NO.
Description	5
Scope of Contract	5
Mandatory Pre-bid Conference and Proposal Review	5
Mandatory Pre-Bid Conference: Eligibility to Bid	6
Small Business Enterprise (SBE) Contract	6
Contract Time and Liquidated Damages	7
Small Business Enterprise (Multi-Year Maintenance Contracts)	8
Intermediate Contract Time Number 1 and Liquidated Damages	8
Intermediate Contract Time Number 2 and Liquidated Damages	8
Contract Bid Quantities	9
Plan, Detail and Quantity Adjustments	9
Award of Contract	9
Performance Guarantee	9
Insurance	10
Subletting of Contract	10
Notification of Operations	10
Prosecution and Progress	10
Temporary Suspension of the Work	11
Traffic Control and Work Zone Safety	11
Safety and Accident Protection	12
Site Investigation and Representation	12
Inspection	12
Supervision by Contractor	13
Laws to be Observed	13
Responsibility for Damage Claims	13
Prompt Payment	13
Payment and Retainage	14

PROJECT SPECIAL PROVISIONS - ROADWAY	PAGE NO.
Description of Work	15
General	15
Routine Plant Bed Maintenance Cycle	16
Mulching	19
Mowing/Trimming/Edging	20
Pesticide Usage	21
Personnel	22
Equipment Conditions	22
Equipment Idling Guidelines	24
Protection and Restoration of Property	24
Damages	24
Acceptance	24
Basis of Award	24
Measurement and Payment	25

STANDARD SPECIAL PROVISIONS**PAGE NO.**

Availability of Funds – Termination of Contracts	26
Authority of the Engineer	26
Wages and Conditions of Employment	26
Minimum Wages	26
Erosion Control	27
Work Zone Signing	27
Work Zone Traffic Control General Requirements	28
Plant and Pest Quarantines	28
Bankruptcy	29
Debarment Statement	29
Default of Contract	29
Cooperation between Contractors	30
No Major Contract Items	30
No Specialty Items	30
Utility Conflicts	30
Driveways and Private Property	30
Outsourcing Outside the USA	30
Title VI and Nondiscrimination	30
NCDOT Pesticide Daily Application Report	37

INSTRUCTIONS TO BIDDERS**PAGE NO.**

Bid Proposals	38
Preparation and Submission of Traditional Paper Bids	38
Opening of Bids	39

BID SUBMITTAL PACKAGE**PAGE NO.**

Cover Sheet	1
Contractor's Contact Information	2
Contract Bid Form	3
Listing of MBE/WBE Subcontractors	4
List of Equipment	5
Contractor's Work Experience and References	6
Bidder's Current NCDA Pesticide License	7
Execution of Bid Non-Collusion, Debarment and Gift Ban Certification	8
Bid Submittal Package Checklist	16

PROJECT SPECIAL PROVISIONS – GENERAL

DESCRIPTION

This project is for Professional Landscape Plant Bed and Mowing Maintenance for the entire highway right of way of US 64 and US 64 Bypass on Roanoke Island, including through the town of Manteo in Dare County. For further description, see Plant Bed Locations in the Project Special Provisions - Roadway.

SCOPE OF CONTRACT

Landscaped plant bed sites serve as an aesthetic focal point along North Carolina's highway transportation network. They provide color, texture, space definition, and other benefits enjoyed by the traveling public. In North Carolina, climatic conditions favor growing a wide variety of ornamental landscape plants and a rich palette of native plants. Careful management of these living assets is required to continue the heritage and maintain the value of this significant plant collection.

Landscape plant bed sites have been designed, constructed, and should be maintained in a manner that is aesthetically pleasing, that follows generally accepted environmental stewardship practices, protects the investment and enhances the ecosystem function. Plant bed sites shall be maintained to a consistent standard for maximum efficiency of resources.

The N.C. Department of Transportation (hereinafter referred to as "Department") is seeking the services of a Landscape Contractor or Grounds Maintenance Company to provide Professional Landscape Plant Bed and Mowing Maintenance consisting of but not limited to labor, supervision, equipment and supplies as specified herein.

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. Unless otherwise modified, all the 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.

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

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

These manuals may be found at the following websites: <http://mutcd.fhwa.dot.gov/> and <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx>.

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

Early arrival is strongly recommended, as latecomers will be disqualified from award for the contract covered by this pre-bid conference.

In order for all prospective bidders to have an extensive knowledge of the project, all **prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:**

Date: July 26, 2023

Time: 9:00 AM

Place: Division 1 Roadside Office

Location: 427 Ocean Highway North Hertford, NC 27944

County: Perquimans

Contact for Directions: 252-426-4180

NOTE: BRING A COPY OF THE CONTRACT PROPOSAL TO THE CONFERENCE. PROPOSALS WILL NOT BE PROVIDED. BIDDERS ARE EXPECTED TO READ THE PROPOSAL PRIOR TO THE CONFERENCE.

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have. The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc. The Engineer will explain areas of responsibility, standards of performance and expected results.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be posted on the electronic Vendor Portal (eVP), <https://evp.nc.gov>. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

MANDATORY PRE-BID CONFERENCE: ELIGIBILITY TO BID

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

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.

Only Bidders who have a current and valid North Carolina Ground Applicator Pesticide License, sub-classification in Right of Way Pest Control, issued by NCDA in Bidder's (an actual employee of the company) name and company name, at bid opening will be considered eligible to bid on this project. A bid received from a Bidder who does not have a current and valid license issued by NCDA (an actual employee of the company) will be rejected as an irregular bid and will not be considered for award. If the licensee is not the Bidder then proof must be given that the licensee is an actual employee of the company.

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

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

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

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 the 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 NCDOT Contractual Services Management 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, 2023.

This project is to be awarded, if the award is to be made in the discretion of the Department, within thirty (30) days after the opening of bids.

The completion date for this contract is one (1) year from date of availability.

Liquidated damages for this contract are Five Hundred Dollars (\$500.00) per calendar day. No work will be done on weekends or state holidays. Liquidated damages shall apply for failure to begin work within the prescribed time frame and shall also apply for failure to pursue and complete work as specified under "Prosecution Of Work" as determined by the Engineer.

Extension of Contract: At the sole option and discretion of the contracting agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional periods, one (1) year each, (maximum of three (3) years total). Extensions for additional term(s) are not guaranteed. Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, NCDOT reserves the right not to extend. Each line item bid price will be increased for each one-year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if NCDOT chooses not to offer an extension.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department's Purchasing Office thirty (30) days prior to the expiration of the current contract.

SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS)

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

SP1 G72

This contract is a multi-year 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 contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall complete the work required for each Routine Plant Bed Maintenance Cycle on all sites identified in the proposal documents and shall place and maintain traffic on same.

The Date of Availability for this intermediate contract time will be the first day of each month.

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner until the entire cycle is complete.

The Completion Date for this intermediate contract time will be the last day of each month.

The Liquidated Damages for failure to complete a cycle is **One Hundred Dollars (\$100.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

The Contractor shall not work within the roadway or associated right of way on **ANY STATE MAINTAINED ROUTE**, detain 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 **4:00 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 **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
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 Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that work is not required during these periods,

unless otherwise directed by the Engineer.

Liquidated damages for this contract are **Two Hundred Fifty Dollars (\$250.00)** per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

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.

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

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

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 eligible proposals will be evaluated, and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a “responsible” bidder. In determining whether a bidder is “responsible, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder’s experience, ability of the Bidder and staff to perform the services required, Bidder’s past performance, references, and Bidder’s financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder’s proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a “responsible” bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Department may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

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

PERFORMANCE GUARANTEE

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.

LIABILITY INSURANCE

(5-16-23)

107

SP1 G05

Revise the *2018 Standard Specifications* as follows:

Page 1-64, Article 107-15 LIABILITY INSURANCE, replace the first sentence with the following:

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000 per occurrence and \$5,000,000 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Contractor.

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.

SUBLETTING OF CONTRACT

If a Contractor desires to sublet any work, written consent must be given by the Engineer. The approval of any subcontract will not release the Contractor of liability under the contract, nor will the subcontractor or the second tier subcontractor have any claim against NCDOT by reason of the approval of the subcontract. **Subcontracting the application of pesticides will not be permitted in this contract.**

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the North Carolina Department of Transportation as well as the safety and convenience of the public is the essence of the service.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one (1) week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

PROSECUTION AND PROGRESS

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

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

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

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and legal

State holidays unless approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations. Allowable work hours typically take place Monday through Friday from 9:00 a.m. to 4:00 p.m. while working on high volume roads. High volume roads will be determined by the Engineer.

TEMPORARY SUSPENSION OF THE WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2018, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

Install and maintain signing in accordance with Divisions 11 and 12 of the *2018 Standard Specifications*, the *2018 Roadway Standard Drawings* and the following provisions:

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

The Contractor shall install SHOULDER WORK AHEAD (W10-10) portable signs prior to beginning work. They should be mounted on the right shoulder in advance of the mower(s) and shall be relocated regularly to maintain an effective distance. **Signs shall be displayed only while work is underway.** 48" x 48" signs shall be used. On high speed, high volume roadways, signs shall be mounted 5' above the ground surface. Signs must conform to the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). All work zone signs may be portable.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD) at all times while on the project.

The Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence, for failure to comply with this provision, which includes prohibiting the safety vests being blocked from view

by backpacks, etc.

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7(2) of the Standard Specifications. The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

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

The Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide work zone signing as specified before commencement of operations. The Contractor shall incur immediate Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each occurrence for failure to remove work zone signing at the end of the day.

The Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide operational lighting and signing on all equipment as specified.

SAFETY AND ACCIDENT PROTECTION

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

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

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

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence to familiarize himself with the contract or project site(s).

INSPECTION

All work shall be subject to inspection by the engineer at any time. Routinely, the engineer will make periodic inspections of the completed work. It will be the responsibility of the contractor to keep the engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the engineer.

SUPERVISION BY CONTRACTOR

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

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

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

LAWS TO BE OBSERVED

In accordance with 107-1 of the Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with 107-14 of the Standard Specifications. The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

PROMPT PAYMENT

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

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

PAYMENT AND RETAINAGE

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

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

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

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

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

Invoices shall not be processed for payment without the accompanying **FORM DBE-IS**. If there is no participation at the time of a planned pay request, enter "zero" or "no participation this period" and submit the form with the invoice.

PROJECT SPECIAL PROVISIONS – ROADWAY

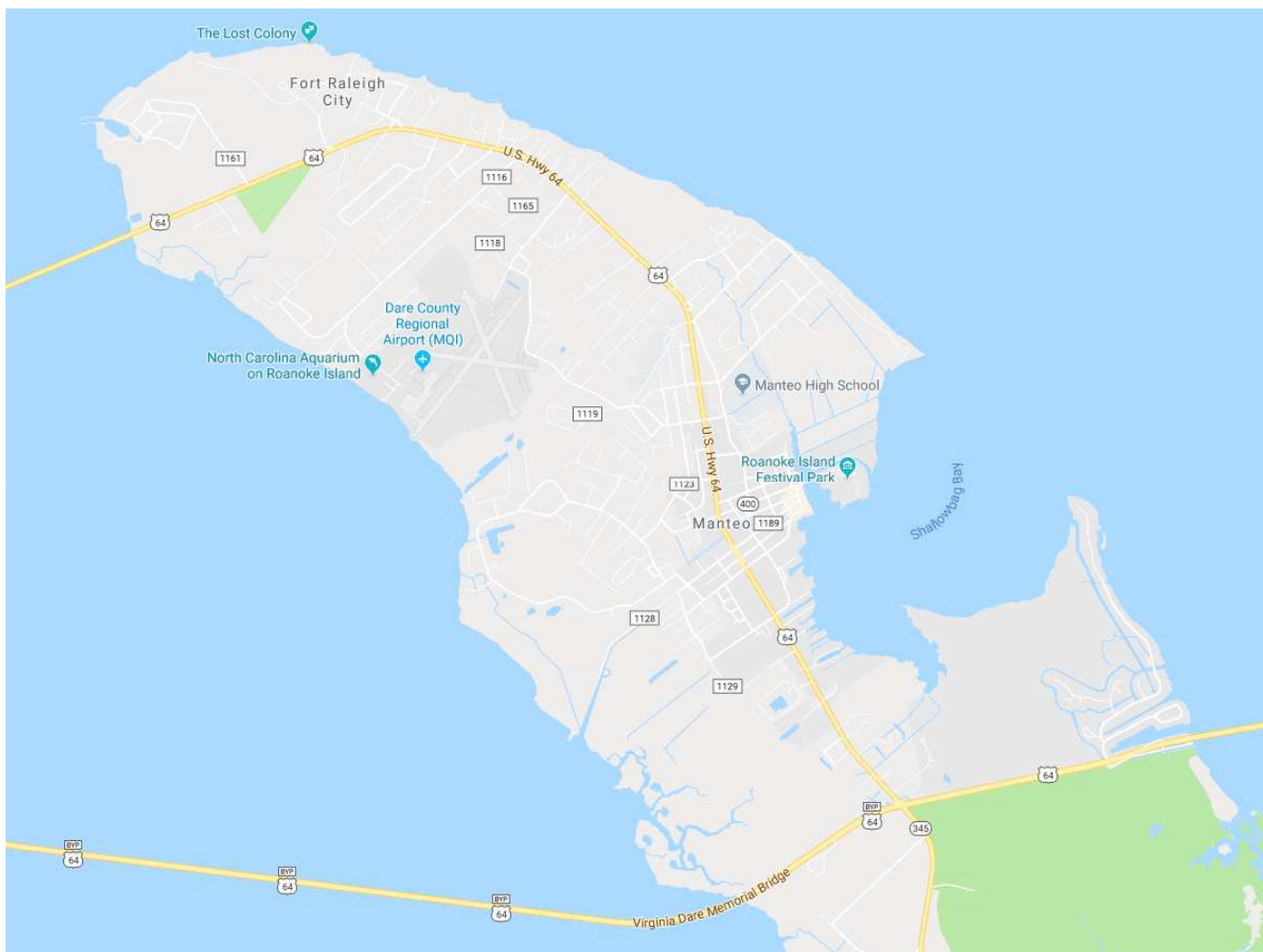
DESCRIPTION OF WORK

This provision is for Professional Landscape Plant Bed and Mowing Maintenance of existing lawn, shrub and tree planting areas, including but not limited to the selective removal and disposal of any undesirable vegetation, pruning, mulching, fertilizing, watering, planting, weeding, sweeping, pesticide application, and the work of mowing, edging, and trimming as directed by the Engineer. Trash can on bike path will be dumped once per week

This proposal is subject to *2018 Standard Specifications for Roads and Structures*.

The location for this work is the entire highway right of way of US 64 and US 64 Bypass on Roanoke Island, including through the town of Manteo, North Carolina.

Figure 1



GENERAL

Landscape plant bed sites are to be kept in a well-maintained weed, and litter-free state.

The Contractor shall use sound and established horticultural procedures such as fertilizing, pruning, etc. for maintaining the existing plant bed sites selected for maintenance by the Engineer.

The Contractor shall conduct the operation in such a manner to prevent injury to desired species. If the Contractor

damages or significantly injures any of the established plant material on this project such as, but not limited to: (pesticide damage or line trimming/mowing), the Contractor will be required to replace the plant at same size and height as the original species at his or her cost. Such damage or injuries shall be determined by the Engineer or his/her representative.

Any damage to adjacent vegetation, shoulders, medians, lawns, fences, signs, paved areas, or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no cost to the Department.

All trimmings, brush and other vegetative material produced by the maintenance operation shall be shredded and disposed of by the Contractor as directed by the Engineer. All other trash shall be disposed of at the Contractor's expense at an approved public landfill.

Any work performed in an unsatisfactory manner will be corrected by the Contractor at **no additional cost** to the Department, within three (3) days of notification. Continual unsatisfactory performance may be basis for cancellation of the contract.

ROUTINE PLANT BED MAINTENANCE CYCLE

The Routine Plant Bed Maintenance Cycle shall be performed monthly as directed by the Engineer during the one (1) year term of this contract.

All items described under Section 1670-14 Establishment will be effective with the exception of mowing. During each cycle, the Contractor and the Roadside Environmental Engineer will discuss the work that is needed. The Contractor is responsible for making an assessment of needs according to the items described under 1670-14, Establishment, and performing such work without specific direction from the Engineer.

During the Routine Plant Bed Maintenance Cycle, Contractor shall perform weekly litter removal, weekly sweeping of the Multi-Use Trail, shall perform mowing, string trimming and edging operations as per the prescribed mowing schedule; shall accomplish mulching, spraying, pruning, and fertilizing during the prescribed cycles and shall accomplish all other routine work during each monthly cycle.

Fertilizer:

In addition to 1060-2, fertilizer shall be applied to plant beds and tree rings. Fertilize with a slow release nitrogen fertilizer with a 3-1-2 analysis between March 1 and April 15. Thirty (30) days prior to performing any fertilizer application, Contractor shall submit fertilizer product information to the Engineer for approval. Do not apply any fertilizer that has not been approved by the Engineer.

Fertilizer applications will be considered incidental, and no additional compensation will be made.

Litter and Vegetative Debris:

For any week for which mowing operations are scheduled, Contractor shall pickup, remove and recycle litter and vegetative debris immediately prior to mowing operations. For any week for which no mowing is scheduled, Contractor shall pickup, remove and recycle litter and vegetative debris on Thursdays. Litter and vegetative debris disposal shall be made into a state approved landfill and/or a single-stream recycling facility.

All in-organic litter removal shall be reported in the on-line "NCDOT Litter Management System", under "Contract Litter Removal" at <https://apps.ncdot.gov/LM>.

Contractor shall remove any vegetative debris that may fall into lawn areas or onto the Multi-Use Path. This is to include but not be limited to pine straw, pine cones, leaves, twigs and branches up to four (4) inches in diameter.

Contractor shall remove vegetative debris from the Multi-Use Path by means of sweeping or blowing. If blown, no debris may be blown onto adjacent private property lawn or driveway areas.

All waste, litter, and debris shall be removed and properly disposed of off-site. Contractors are encouraged to wherever possible to separate trash and recyclables such as glass, aluminum, and other products, and appropriately dispose of each material. Litter shall be removed prior to mowing. The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws. Litter pick-up will be considered incidental to maintenance work.

Litter/Vegetative Debris pickup/removal will be considered incidental, and no additional compensation will be made.

Pruning:

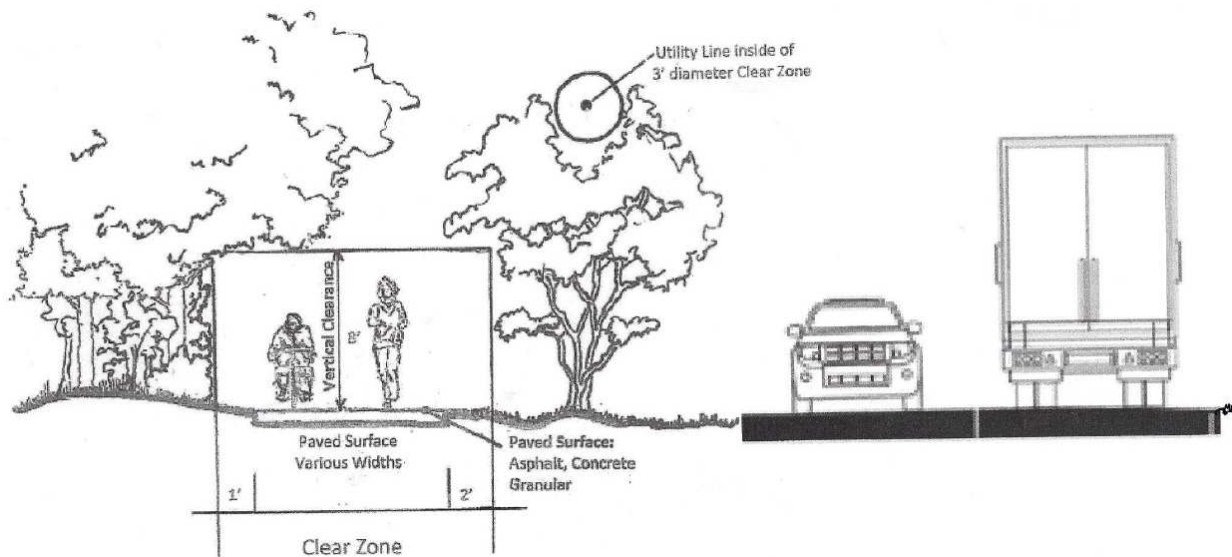
In addition to the requirements of 1670-6, trees, shrubs, perennials and annuals shall be pruned as needed or as directed by the Engineer to remove any deadwood, broken branches, crossing branches that are rubbing together, to provide clear line of sight at crossings for vehicles and pedestrians, and a vegetation clear zone as described in Figure 2. Vegetative clear zones shall be provided for sidewalks, trails and other paved surfaces and any insulated utility line.

Conduct pruning in a manner to prevent limb, bark or root injuries to remaining plant material. When operations are not performed in a manner to avoid damage, take all steps necessary as directed by the Engineer to repair or minimize the effects of the damage. Should any shrub, perennial or annual be damaged to the extent that its value is compromised in the opinion of the Engineer, the plant will be removed and replaced by the Contractor with no additional compensation. Furthermore, the Contractor will reimburse the owner for the aesthetic value of any damaged tree, as determined by a certified arborist using the current International Society of Arboriculture plant appraisal standards.

Perform all work so as to cause minimum soil erosion and comply with the requirements of Section 107-13.

Disposal of debris created by pruning operations will not be allowed on site.

Figure 2



The vegetative clear zone for paved surfaces is measured as shown above, from the roadway side, beginning at two feet before the edge of the paved surface to one foot beyond the opposite side of the paved surface, to a height of eight feet above the paved surface.

The clear zone for insulated utility lines shall be a three (3) feet diameter around the insulated utility line.

Any vegetation covering the face of a roadway sign to the degree that the entire face of the sign is not visible from the travel lane at 900' from the sign shall be removed.

Crape Myrtle suckers shall be removed from the base of the trunk within one month of appearance. Prune suckers back to their point of origin, making a flush cut, but taking care not to injure the trunk. Do not leave a stub.

When pruning for insulated utility lines through Crape Myrtles, Contractor shall employ “drop-crotch” pruning techniques. Care shall be taken to retain as much of the tree canopy as possible.

Should a Crape Myrtle tree be damaged by any means, Contractor shall remove damaged limbs/branches and when necessary, up right the tree and secure it with guy wires and bark protective hoses, with three points of attachment from tree to ground, spaced at 120 degrees apart, or remove the main trunk of the damaged Crape Myrtle and train new sprouts into a new tree as directed by the Engineer.

Shrubs, perennials and annuals shall be pruned for the purpose of maintaining a desired size. Pruning shall be accomplished in such a way to promote the natural shape of the plant. Seasonal pruning shall be done on spring flowering plants within three (3) months of completed bloom. All other plants shall be pruned between February 1 and March 15. Follow-up pruning may be required later in the growing season and shall be done as directed by the Engineer.

Pruning will be considered incidental, and no additional compensation will be made.

Watering:

Contractor shall water any new/replacement plantings as directed by the Engineer until they have grown sufficient roots for sustainability. Contractor may access water at the Manteo DOT Maintenance yard at 306 Simon Street, Manteo, NC between the hours of 7:00 am to 3:30 pm, Monday through Friday.

Watering will be considered incidental, and no additional compensation will be made.

Insect, Fungus and Weed Control:

In addition to 1670-7, Contractor shall utilize pesticides to control insect and fungal pests as well as pre and post emergent weeds.

Unless otherwise approved by the Engineer, Contractor shall use DOT approved herbicides from the list provided in Figure 3. No other pesticide may be used until the Contractor has submitted label information to and received product approval for use from the Engineer. Contractor shall indicate the planned rate to be used, the delivery method and the target. Contractor shall submit product labels for approval no later than one month prior to the intended application.

Prior to mulching, Contractor shall successfully treat bed areas and tree rings with herbicide as needed until all visible, actively growing, non-desirable plant material has been killed.

Contractor shall successfully apply Spring and Fall pre-emergent herbicide(s) over all bed areas and tree rings. The Spring pre-emergent shall be applied between March 1 and April 15. The Fall Pre-emergent herbicide treatment shall be applied between Sept. 15 and October 31. When mulching, Spring pre-emergent shall be applied over top of mulch, within ten (10) days of placing mulch.

When non-selective herbicides are used, care shall be taken to avoid contact with desirable plant material. The Contractor shall replace any desirable plant material that is damaged, to any degree, by miss-application or drift of herbicide. DOT will not participate in the cost of such replacement planting.

Contractor may apply post emergent herbicides around these obstructions: permanent sign posts, mailbox/newspaper box posts, utility poles/pedestals/guy wires, concrete utility rings, fire hydrants, and traffic signal poles/posts. Such applications shall be restricted to the area within six (6) inches from the obstruction. Contract may also apply post emergent herbicides along curb and gutter and along asphalt sections of the multi-use trail. Such applications shall be restricted to a four (4) inch wide strip adjacent to the curb and/or multi-use trail.

In addition to herbicide applications, Contractor shall hand weed as needed to remove any weed that is visible from the roadway or adjacent paved surface in order to maintain perpetual weed free areas.

String trimming or hoeing is not an acceptable means of removing weeds from plant beds.

Pesticide applications will be considered incidental, and no additional compensation will be made.

Figure 3

The following herbicide products and rates are pre-approved for Contractor use:

Herbicide Brand Name	Common Name	Formulation
Cut Stump Herbicides		
Garlon	Triclopyr	3S
Pre-Emergent Herbicides		
Pennant	Metholachlor	Liquid (5G)
+	+	+
Endurance	Prodiamine	65 WDG
+	+	+
Gallery	Isoxaben	75 DF
Snapshot	Trifluralin	2.5 TG
Post-Emergent herbicides		
Roundup	Glyphosate	4S
Envoy	Clethodim	
Image	Imazaquin	70 DG
Insecticides		
Talstar	Bifenthrin	Liquid
Malathion		Liquid
Fungicides		
Daconil		Liquid

MULCHING

Mulch for planting will be double shredded, aged hardwood bark from a single source unless otherwise approved by the Engineer. The Contractor shall present a one (1) gallon plastic bag sample of the mulch, along with the source and contact information to the Engineer for approval prior to installation. All material furnished shall be consistent with the source and sample submitted. NCDOT will not pay for any mulch that is applied without the approval of the Division Roadside Environmental Engineer or his duly authorized representative. At the discretion of the Division Roadside Environmental Engineer, the Contractor may be required to remove unapproved mulch and re-mulch with approved mulch at no cost to the Department. If for any reason the source or material to be furnished changes, a new sample shall be submitted for approval prior to installation. The Engineer shall be given the opportunity to be present for all mulch applications.

Mulch shall be applied between January 1 and March 15 each year to maintain a finished depth of 3". Mulch applications shall be made uniformly and edges shall be kept even. Lift foliage as needed to evenly apply mulch under shrubs. Pull mulch away from tree trunks and un-cover shrub and/or perennial plant foliage.

The Contractor shall place the mulch around all individual landscape plants and bedded shrub areas within the site as directed by the Engineer. Mulch shall be placed and maintained to ensure a uniform three (3) inch depth covering the entire mulched area. The diameter of the mulch ring for individual ornamental type plants shall be:

- 12 inch diameter plants and less - 3 foot ring
- 12-24 inch diameter plants - 4 foot ring
- 24 inch diameter or larger - 5 foot ring

Mulch shall be tapered and not placed against the tree or shrub trunk so as to cause insect damage to the trunk or to promote adventitious root development. Following mulching operations, Contractor shall lift any branches or leaves of desirable plants which have been covered with mulch.

MOWING/TRIMMING/EDGING

Contractor shall mow all grassed areas, edge all solid surfaces, string trim and cleanup as a result of these operations as described herein within the Right of Way along US64 and Bypass US64 on Roanoke Island per the schedule below.

Mowing, Edging and Trimming Schedule	
March, October	1 st and 3 rd weeks (total of 4 weeks)
April	1 st , 3 rd and 4 th weeks (total of 3 weeks)
May, June, July, August, September	Every week (total of 22 weeks)
November, December, January, February	As requested

Special precautions shall be used when mowing during maintenance operations. All waste, litter, debris or trash shall be removed prior to mowing. Care should be taken to protect the trunks and stems of all plant material while line trimming or mowing. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of turfgrass will not be considered acceptable. **The height of the mowing cut is dependent upon the type of turfgrass that is present and shall be approved by the Engineer.** The Contractor shall not "scalp" any areas of turfgrass. Contractor shall not leave grass piled up in windrows or in large clumps after cutting is complete. Any such piles or windrows shall be kicked down and evenly distributed over grassed area in no more than a 1" thick layer or removed from the site. No mowing "streaks" or "paths" between mowing sites allowed unless specified by the Engineer.

When mowing around plant bed areas and trees, **all mowing clippings are to be discharged away from plant beds and tree rings.** Contractor shall take care not to disturb plant beds or tree rings with mowing equipment. Areas that cannot be mowed shall be trimmed with a string trimmer or other suitable device. Should the Contractor throw grass clippings into plant beds, streets and curb and gutter sections, tree rings, and/or on sidewalks, or if damage occurs, the Contractor shall remove grass clippings by raking, sweeping or blowing, and repair damage to the plant beds and/or tree rings, and plants, restoring them to their original state without additional compensation for such work. Contractor shall keep curb and gutter sections and sidewalks that are within the mowing pattern free of vegetation growing in cracks or overhanging the structure. Small vegetation growing in cracks of sidewalks may be sprayed with a non-selective herbicide.

Edging shall be done on all solid surfaces to include, but not limited to, curb and gutter, sidewalk, rest stop patios, and Multi-Use Path, as often as necessary to keep any vegetation from growing on top of the solid surface.

String trimming shall be done on any area left uncut by mowing operations. Care shall be taken to avoid damage to desirable plant material, sign post, fence posts or any other vertical appurtenances from string trimming operations.

Unless otherwise directed by the Engineer, no mowing cycle will be accepted until all edging and trimming has been completed and vegetative debris has been cleaned up/blown off all solid surfaces and out of planting beds and tree rings.

Depending on the weather, more or fewer mowing cycles may be needed. While it is intended that there will be twenty-nine (29) mowing cycles, this count may fluctuate. Contractor will only be paid for actual work performed.

Contractor shall immediately report any wash-outs or holes in the turf to the Engineer for others to repair.

PESTICIDE USAGE

Contractor shall be responsible for removal of all invasive pests. Special precautions shall be used when applying pesticides during maintenance operations.

When applying pesticides under this contract, the successful bidder shall follow all applicable laws governing the application of pesticides including completing a daily 'NCDOT Daily Pesticide Report' (see appendix). The North Carolina Department of Transportation will supply the original report to the vendors and it shall be the vendor's responsibility to make copies for their use, and provide NCDOT with a copy of each 'NCDOT Daily Pesticide Application Report' along with each monthly invoice of work accomplished.

The Contractor shall incur immediate Liquidated Damages in the amount of **Two Hundred and Fifty Dollars (\$250.00)** for each occurrence (report) for failure to provide each 'NCDOT Daily Pesticide Application Report' each month.

The Contractor is required to have a current and valid North Carolina Ground Applicator Pesticide License with Right of Way pest control sub-classification, issued by the N. C. Department of Agriculture, in Contractor's (an actual employee of the company) name and the company name, throughout the term of this contract. Failure of the Contractor to maintain a valid license shall be considered default. A copy of Contractor's current North Carolina Commercial Ground Applicator Pesticide License shall be submitted with the proposal.

The applicator shall have a minimum of one (1) year experience of verifiable full time employment as a Commercial Pesticide Applicator and shall have a demonstrable knowledge of all system controls and the ability to accurately mix one (1) or more chemicals to ensure the correct water/chemical ration. The applicator shall possess the ability to distinguish between a target and non-target species of vegetation as directed by the Engineer and the requirements of this agreement. At least one (1) crew member on each crew shall be capable of communicating (both verbally and in writing) and comprehending the English language.

The Contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

DO NOT allow drift or runoff of pesticides. Unapproved use or off target damage shall not be permitted. The Contractor shall take extreme care so as to not damage off target trees, plants, shrubs where on state property, rights-of-way, or private property. Contractor shall be responsible for damages incurred including, but not limited to, off target drift, incorrect application rates, and applicator error/negligence on NCDOT rights-of-way or private property.

The Contractor shall be responsible for the cleanup of pesticide spills according to local, state, and federal regulations. In the event of a spill, the Contractor shall immediately notify the Engineer.

NOTE: Any pesticide usage shall be by or in the presence of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with a Right of Way (H) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Engineer a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Engineer a minimum of 48 hours prior to their use. The Engineer shall be given a minimum of 48 hours prior notification and shall be given the opportunity

to be present for all applications.

Application of pesticide on the site by an unlicensed applicator without direct on site supervision of a licensed applicator; use of a pesticide inconsistent with the label (including, rate, timing, and area of application), or using a pesticide resulting in off target damage, will result in Liquidated Damages of Five Hundred Dollars (\$500.00) for each occurrence.

All pesticides shall be properly labeled and registered with the United States Department of Agriculture and the North Carolina Department of Agriculture. A container shall contain only the pesticide, which meets the analysis guaranteed on the label. All pesticides shall be kept in such original labeled containers until used.

A copy of contractor's current North Carolina Commercial Ground Applicator Pesticide License shall be submitted with proposal. If not received, the Department reserves the right to reject the low bid and consider other bids.

Failure to Follow Pesticide Specifications: If at any time the following pesticide application requirements are not followed, **Liquidated Damages of Two Hundred and Fifty Dollars (\$250.00)** per incident will be deducted from the Contractor's monthly payment.

- a. Application of pesticide on the site by an unlicensed individual who is without direct supervision of a licensed applicator.
- b. Use of pesticides that have not been approved by the Engineer.
- c. Use of pesticide inconsistent with the label.
- d. Use of a pesticide in a manner that results in off target damage.

PERSONNEL

The Contractor shall provide sufficient qualified and trained personnel capable to satisfy all the requirements of this contract at all times. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions.

Employees shall be trained in proper grounds maintenance procedures. Operators shall be skilled in the operation of the equipment prior to use. The Contractor shall be responsible for employees during the performance of the contract. The Contractor's foreman shall be subject to the directions of the Engineer. While on duty, Contractor's personnel shall work consistently on the duties as described herein. At least one (1) English speaking employee shall be on site at all times.

A crew shall consist of 1 Crew Supervisor and at least 4 workers. The Contractor shall provide more workers if needed to complete the cycle, at no additional cost to the Department.

Failure to provide proper manpower will result in Liquidated Damages of One Hundred Dollars (\$100.00) per day and may result in cancellation of this contract.

All personnel shall adhere to all OSHA guidelines and personnel shall wear vision and hearing protection as required. All personnel shall wear an ANSI compliant class III orange safety vest, work boots, working gloves, and shirts with sleeves and long pants.

Contractor's staff shall not cross the highway either on foot or on equipment. Travel to and from the site and travel from one site to another, shall be by vehicle and must comply with all applicable laws, including crossing at an interchange, and not the median. All staff shall wear safety vests at all times.

EQUIPMENT CONDITIONS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work as specified in the Project Special Provisions. All vehicles used by the Contractor must be performance worthy by visual and operational inspection. All vehicles, including trailers, used should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1. Lights shall be mounted as high as possible on trailers to enhance

visibility. The Contractor shall display the company name on each vehicle.

The safety of the public and the convenience of traffic shall be regarded as prime importance. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Crossing lanes of traffic and erratic driving will be strictly prohibited.

All equipment used shall be commercial grade and of sufficient size to complete tasks effectively and in a timely manner. All equipment shall be in good working order capable of being used as originally intended, including all guards and safety attachments. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. All equipment shall conform to the prevailing Occupational Safety Health Act Standards. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public or risks that may cause injury, health or safety risks, or damage to assets. 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 may refuse payment for any equipment found to be defective and/or inadequately operated. Prior to award of the contract, the Division Roadside Environmental Engineer or his representative will inspect all equipment. The Engineer may reject any equipment that is not operating in a satisfactory manner.

The Contractor shall be responsible for providing transportation for all equipment to and from all job sites assigned by the Department at no cost to the Department and no equipment owned by nor personnel employed by the Department may be used in the transportation or operation of the Contractor's equipment.

The Contractor shall be responsible for all costs and charges incurred in the operation and maintenance to the equipment during its use.

All hand tools or other equipment necessary to complete the work of Plant Bed Maintenance shall be considered incidental to the various other line items included in the contract and no additional compensation shall be paid.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

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

PROTECTION AND RESTORATION OF PROPERTY

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

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

DAMAGES

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors, to fixed objects such as, but not limited to, fences, posts, roadway surfaces, shoulders, guardrail, drainage structure, signs, pavement markers, utilities, and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current cost to replace with like material of equal size or an equivalent combination. Such cost shall be deducted from the Contractor's monthly invoice. All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Engineer. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Engineer. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

ACCEPTANCE

Acceptance will be made only after the satisfactory completion of all required work in the subject cycle. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

BASIS OF AWARD

Determination of the apparent low bidder will be made by extending the unit price quoted on the bid proposal form for the following quantities:

PAY ITEM	QUANTITY
Routine Plant Bed Maintenance	12 Cycles
Mulch, Shredded Hardwood Bark Mulch	700 Cubic Yards
Mowing, Edging, and Trimming	29 Cycles

Note: The estimated quantity of plant beds in this proposal is 115,848 square yards or 24 acres.

MEASUREMENT AND PAYMENT

The quantity of Routine Plant Bed Maintenance to be paid for will be the individual routine cycles of plant bed maintenance work performed as directed by the Engineer, and accepted by the Engineer, as specified in the contract.

Payment for Routine Plant Bed Maintenance will be made as follows:

PAY ITEM	PAY UNIT
Routine Plant Bed Maintenance	Cycles (CYC)
Mulch, Shredded Hardwood Bark Mulch	Cubic Yards (CYD)
Mowing, Edging, and Trimming	Cycles (CYC)

The above prices and payments will be full compensation for all work covered by this proposal.

All work or items necessary to complete the work other than those listed on the “Bid Proposal Form” will be considered incidental in nature and no additional compensation shall be made.

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2018 Standard Specifications*.

AUTHORITY OF THE ENGINEER

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

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the contractor. He shall have the authority to alter priorities in order to address the special needs of the Department. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

WAGES AND CONDITIONS OF EMPLOYMENT

In accordance with 107-22 of the *Standard Specifications*. The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

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.

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation.

WORK ZONE SIGNING

(10-21-08)

RWZ-3

Description

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

The Contractor shall be responsible for all signs and signing.

WORK ZONE INSTALLER

(7-20-21)(Rev. 8-16-22)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency or other NCDOT approved training provider in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

WORK ZONE TRAFFIC CONTROL GENERAL REQUIREMENTS:

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.

PLANT AND PEST QUARANTINES

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

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

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's

operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

BANKRUPTCY

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

DEBARMENT STATEMENT

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

DEFAULT OF CONTRACT

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

COOPERATION BETWEEN CONTRACTORS

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

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*).

UTILITY CONFLICTS

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

DRIVEWAYS AND PRIVATE PROPERTY

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

OUTSOURCING OUTSIDE THE USA

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.

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. Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</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. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i></p>
--	---	---	---

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

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

NCDOT DAILY PESTICIDE APPLICATION REPORT

A new form shall be completed each day or each time the route is changed. The form shall be completed on the day of the application with a copy filed by the local Division Roadside Environmental Engineer. Unless otherwise stated, property listed on this form is State property managed by NCDOT personnel. This record shall be maintained for three (3) years from the date of application.

Applicator(s) Name(s): _____ NCDA&CS Pesticide License Number: _____
 Applicator(s) Name(s): _____ NCDA&CS Pesticide License Number: _____

Division	County	Location / Highway	Date of Application	Application Timing:	Target Vegetation:	Type of Treatment:
_____	_____	_____	_____	Start: _____ O AM O PM Finish: _____ O AM O PM	(Turf, Ornamental, Perennials, Brush, Other)	{Selective: (Pre-, Post-), PGR, Aquatic, Insect, Disease, other} OR (Non-selective)

Specific Route(s):

Start Weather Conditions:
Temperature: _____ (° F) **Wind:** Speed _____ (mph) Direction From _____
 Sunny Cloudy Overcast, No Rain Light, scattered showers Hard Showers

Finish Weather Conditions:
Temperature: _____ (° F) **Wind:** Speed _____ (mph) Direction From _____
 Sunny Cloudy Overcast, No Rain Light, scattered showers Hard Showers

Application information: # Gallons Used: _____ Tank Size: _____ Truck Speed: _____ Gallons Per Acre: _____ Pressure: _____

Application Treatment	Herbicide(s) Used (Include Adjuvants and EPA product registration #)	Amount of each product per tank	Tank Size:	Units	Number of Acres / Sq. Ft. Treated	Type of Application System Used: (Handgun, Backpack, other)	Notes
Plant Bed Maintenance							
Plant Bed Maintenance							
Plant Bed Maintenance							
Plant Bed Maintenance							
Plant Bed Maintenance							

INSTRUCTIONS TO BIDDERS

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/her bid to the satisfaction of the Engineer. The Bidder should demonstrate that he/she is capable of performing the required work under this contract, to the satisfaction of the Engineer.

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

PREPARATION AND SUBMISSION OF 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 one (1) additional copy 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 16) 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 by **2:00 pm on August 9, 2023** at the address indicated in the table below:

MAILING ADDRESS FOR DELIVER OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 54-CA-01-12089854 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-CA-01-12089854 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1 South Wilmington Street, Room 334B Raleigh, NC 27601

IMPORTANT NOTE: All paper bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, IFB number, and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

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

OPENING OF BIDS

Bids subject to the conditions made a part hereof will be received until 2:00 pm on August 9, 2023 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!

Issuance of this Proposal does not constitute a commitment on the part of the NCDOT to award or execute a Contract. The Department retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the State.

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

Solicitation RFP No. 54-CA-01-12089854

July 19, 2023

Various Landscape Plant Bed Sites in Dare County

Professional Landscape Plant Bed and Mowing Maintenance

Bidder/Offeror: _____

SMALL BUSINESS CERTIFICATION MANDATORY

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-01-12089854

WBS ELEMENT NOS.: VARIOUS

COUNTY: DARE – DIVISION 1

TYPE OF WORK: PROFESSIONAL LANDSCAPE PLANT BED AND MOWING MAINTENANCE

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: _____

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

BID PROPOSAL NO.: 54-CA-01-12089854

WBS ELEMENT NOS.: VARIOUS

COUNTY: DARE – DIVISION 1

TYPE OF WORK: PROFESSIONAL LANDSCAPE PLANT BED AND MOWING MAINTENANCE

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Routine Plant Bed Maintenance	12	CYC	\$	\$
2	SP	Mulch, Shredded Hardwood Bark	700	CYD	\$	\$
3	SP	Mowing, Edging, and Trimming	29	CYC	\$	\$
TOTAL BID FOR PROJECT: \$						

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
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	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 landscape maintenance services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to landscape maintenance 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: _____

BIDDER'S CURRENT NCDA PESTICIDE LICENSE

Bidder (individual's and company name) shall place current license on this sheet and make a copy for submittal.
Proof that the pesticide license belongs to an actual employee of the company will be required.

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

_____ By _____
Signature of Witness 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	Copy of Bidder's (individual's name and company name) NCDA Current Pesticide License, license placed on sheet and copied.
	8	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	16	Bid Submittal Package Checklist
		Addendum, if applicable.
		Submit original and one (1) duplicate copy.

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

End of bid submittal package!