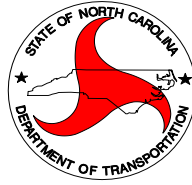


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR PROPOSAL**

**DATE AND TIME OF BID OPENING: JUNE 7, 2019 AT 2:00 P.M.**

**BID PROPOSAL NO.: 54-CA-03-11901874**

**WBS ELEMENT NOS.: VARIOUS**

**COUNTIES: BRUNSWICK, PENDER & NEW HANOVER – DIVISION 3**

**LOCATION: VARIOUS PRIMARY AND SECONDARY ROADS**

**TYPE OF WORK: ON CALL ANNUAL SEEDING AND MULCHING**

**DATE OF AVAILABILITY: JULY 1, 2019**

**COMPLETION DATE: JUNE 30, 2020**

**PRE-QUALIFICATION MANDATORY**

**PROPOSAL**

## FOR THE CONSTRUCTION OF

BID NO. 54-CA-03-11901874 IN BRUNSWICK, PENDER AND NEW HANOVER COUNTIES – DIVISION 3,  
NORTH CAROLINA

MAY 24, 2019

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-03-11901874; 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-03-11901874 in Division 3 – Brunswick, Pender and New Hanover Counties, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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## PROJECT SPECIAL PROVISIONS - GENERAL

### GENERAL

This contract is for miscellaneous erosion control work on primary and secondary roads in Brunswick, Pender and New Hanover Counties in Division 3. The Contractor will also be responsible for matting, repair seeding, fertilization, and traffic control as directed by the Engineer. The Contractor is to provide all equipment, labor and material.

All materials and workmanship shall be in accordance with the following:

The Project Special Provisions, Project Standard Provisions, most current Standard Special Provisions, *Manual of Uniform Traffic Control Devices (MUTCD)*, Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *2018 Standard Specifications for Roads and Structures* and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *2018 Roadway Standard Drawings* shall apply.

The published volume entitled *North Carolina Department of Transportation, Standard Specifications for Roads and Structures*, 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 the 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.

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*.

### PRE-QUALIFICATION

**Firms that wish to bid on this project as the prime contractor must be pre-qualified as either "Bidder" or "Purchase Order Contract (POC) Prime Contractor" prior to submitting the bid.** Information regarding the requirements to become pre-qualified as a Bidder or POC Contractor, including the application to become pre-qualified if not already pre-qualified, can be found at the following website:

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

If unsure as to whether a firm is currently pre-qualified by NCDOT through Contractual Services Management, search the Directory of Transportation Firms at the following website: <https://www.ebs.nc.gov/VendorDirectory/>. Bids received from firms that are not pre-qualified as a Bidder or POC Prime Contractor through NCDOT Contractual Services Management will not be opened.

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

### GENERAL CONTRACTORS LICENSING REQUIREMENTS

A General Contractors license is not required to bid or perform work on this project.

### CONTRACT TIME

The date of availability for this contract is **July 1, 2019**. The Contractor may begin work prior to these dates upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this contract is **June 30, 2020**. The Contractor shall submit his/her bid for one (1) year.

### **TERM OF CONTRACT**

This contract shall be effective for one (1) contract period. The contract period will last from the availability date to the completion date, as noted above.

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, unless a shorter time is mutually agreed upon by the parties, (maximum of three years total). Each line item bid price will be increased for each one (1) year extension by three (3) 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. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$5 million.

The Contractor will be notified within sixty (60) days before expiration of the contract if NCDOT chooses not to offer an extension. Upon receipt of notification, the Contractor must notify the Engineer in writing within thirty (30) days the contract completion date of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension. NCDOT is under no obligation to renew this contract beyond its original one (1) year period.

### **NON-EXCLUSIVE CONTRACT**

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

### **BASIS OF AWARD**

Quantities for this work are estimated and are not guaranteed. Determination of the apparent low bidder will be made by extending the unit prices quoted on the Bid Proposal Form.

**Unit prices shall reflect actual costs; unbalanced bids may be rejected per the North Carolina Department of Transportation's 2018 Standard Specifications for Roads and Structures.**

### **QUANTITIES ESTIMATED**

The quantities shown on the itemized bid form are considered to be approximate only and are given as the basis for comparison of bids. For accounting purposes only a purchase order may contain quantity amounts and they SHALL NOT be construed as minimum quantities. Quantities shall be determined solely by the Department on an "as needed" basis. In the event of a conflict between any purchase orders and this proposal, this proposal shall control. An increase or decrease in quantities shall not be cause for an adjustment in unit prices.

### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

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

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 **Five Hundred Dollars (\$500.00)** per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES**

The Engineer will measure all pay items prior to the notification of the road projects availability to the Contractor.

Due to the length of some of the routes, the Engineer may require that a particular route be seeded and mulched in sections. This is necessary to maintain proper erosion control standards and every effort will be made by the Engineer to minimize mobilizations.

The Contractor shall begin each route (or route section) designated for Seeding and Mulching (including matting) within **four (4) calendar days** of notification and proceed to completion. Completion shall be within **seven (7) calendar days for areas designated as High Quality Water (HQW) Zones and within fourteen (14) calendar days for other areas from date of notification**. Every effort will be made to group routes together in order to minimize the amount of mobilization.

**Liquidated damages for this contract are Three Hundred Dollars (\$300.00) per calendar day for each calendar day the Contractor fails to begin beyond the four (4) calendar days from notification.**

**Liquidated damages for this contract are Three Hundred Dollars (\$300.00) per calendar day for each calendar day the Contractor fails to complete the work beyond the agreed upon completion date.**

The Contractor, as directed by the Engineer, shall perform supplemental seeding operations for turf maintenance. The time of availability for this intermediate contract time will be within **four (4) calendar days** from when the Contractor receives notification to perform the work. The completion time for this intermediate contract time will be **fourteen (14) calendar days after the time of availability**.

**Liquidated damages for this contract are Three Hundred Dollars (\$300.00) per calendar day for each calendar day the Contractor fails to begin work within four (4) days of notification and/or complete the work beyond the agreed upon completion date.**

The Contractor, as directed by the Engineer, shall perform fertilizer topdressing operations for turf maintenance. The time of availability for this intermediate contract time will be within **four (4) calendar days** from when the Contractor receives notification to perform the work. The completion time for this intermediate contract time will be **thirty (30) calendar days after the time of availability**.

**Liquidated damages for this contract are Three Hundred Dollars (\$300.00) per calendar day for each calendar day the Contractor fails to begin work within four (4) days of notification and/or complete the work beyond the agreed upon completion date.**

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

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Three Hundred Dollars (\$300.00)** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from suspension of work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

The Contractor's operations are restricted to daylight hours. No work shall be performed on Saturdays, Sundays, and Legal State holidays unless by written consent of Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

### **AWARD OF CONTRACT**

(6-28-77)(Rev 2/16/2018)

Z-6

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

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 related work 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 supporting documentation 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. Withdrawal of proposal will be allowed only under limited conditions. 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.

### **BIDS**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5,000,000, the bid will not be considered for award.

### **BOND REQUIREMENTS**

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

### **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.

### **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 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.

### **PROGRESS AND PROSECUTION**

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

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

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.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Five Hundred (\$500.00)** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work by the completion date

## **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.

## **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.

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 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).

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.

Traffic Control will be incidental to the work, and will be included in the unit bid price for the other items included in the contract.

The liquidated damages for failing to place signs before commencement of operations is **Two Hundred Fifty Dollars (\$250.00)** per incident.

## **FLAGGERS**

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and Roadway Standard Drawing 1150.01, at locations and times for such period as necessary for the

control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

**Failure to comply with traffic control requirements shall result in immediate stoppage of work and Liquidated damages of \$500.00 per hour until corrected.**

### **SAFETY VESTS**

All Contractor's personnel, all subcontractors and their personnel, and any material suppliers and their personnel, must wear a reflective safety vest or outer garment meeting ANSI/ISEA 107-2004 Class 2 standards at all times while on the project.

Failure to comply with this provision may result in a fine of **One Hundred Dollars (\$100.00)** for each occurrence.

### **SAFETY**

All Contractors' personnel, all subcontractors and their personnel must wear steel toed work boots that meet ASTM F2412.05 and long pants. The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Contractor shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner, as the Engineer may consider necessary.

### **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.

## **PERSONNEL REQUIREMENTS**

In accordance with Article 108-5 of the 2018 Standard Specifications and the following exceptions and additions:

The Department reserves the right to require the Contractor to replace any employee deemed unqualified or displaying unapproved personal conduct or appearance.

## **EQUIPMENT**

The Contractor shall furnish all equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work. All equipment shall be in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

All vehicles, including trailers, used in the removal operation should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1. Trailers shall have rear mounted strobe lights, mounted as high as possible to enhance visibility.

**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.**

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the Contractor.

## **MISCELLANEOUS**

All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner shall be basis for cancellation of the contract.

All work performed by the contractor shall be in compliance with the Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer.

Under the terms of this contract for multiple awards, NCDOT has the right to move to the next low bidder that was issued this contract, provided one exists, for such things as, but not limited to:

- Non-responsiveness to the Engineer's call to work within the allotted or agreed to time frame.
- Lack of quality control or supervision.
- Lack of proper equipment to perform the required task.
- Equipment malfunctions or breakdowns.
- Inadequate or insufficient number of crew members.

## **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.

## **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.

### **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

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

### **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.

### **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.

### **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. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

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

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

All requests for payment shall be submitted to:

**Division Roadside Environmental Engineer  
N.C. Department of Transportation  
803 Penderlea Hwy  
Burgaw, NC 28425**

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

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

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. The advertised bid quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications.

#### **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*).

#### **SUBSURFACE INFORMATION**

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

#### **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.

#### **TRAFFIC SIGNS & MAILBOXES**

Permanent traffic signs, with the exception of stop signs, and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

The Contractor shall incur Liquidated Damages in the amount of **One Hundred Dollars (\$100.00)** per day, per mailbox shall be made when repairs, including supports, are not completed at the conclusion of each work day.

### **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.

### **POSTED WEIGHT LIMITS**

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

### **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.

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

(10-16-07)(Rev. 2-19-19)

102-15(J)

SPI G67

#### **Description**

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

#### **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Forms and Websites Referenced in this Provision**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### **Combined MBE/WBE Goal**

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) Electronic Bids

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.

- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

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

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

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

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

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

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

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below the Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids,

unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

### **Banking MBE/WBE Credit**

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

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

### **Submission of Good Faith Effort**

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

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

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and

to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

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

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

**Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal****(A) Participation**

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

**(B) Joint Checks**

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

**(C) Subcontracts (Non-Trucking)**

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

**(D) Joint Venture**

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

**(E) Suppliers**

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

**(F) Manufacturers and Regular Dealers**

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

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

**Commercially Useful Function****(A) MBE/WBE Utilization**

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

**(B) MBE/WBE Utilization in Trucking**

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

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

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

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

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

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

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

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

#### **(A) Performance Related Replacement**

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

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

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the



agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

### **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

### **Failure to Meet Contract Requirements**

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

## **PROJECT SPECIAL PROVISIONS - ROADWAY**

### **EROSION CONTROL**

#### **NOTIFICATION OF WORK**

The NCDOT will notify the Contractor of each location on the state highway system where seeding work is to be performed. The Contractor will be notified of work needed at the various locations by the Engineer or his representative by telephone, fax or e-mail.

**The Contractor shall only perform seeding work as directed by the Engineer.**

#### **INSPECTION OF WORK**

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Contractor shall allow and provide reasonable access to all parts of the work to the Engineer or his authorized representative. The Contractor shall also furnish such information and assistance as is required to make a complete and detailed inspection. Such access shall meet the approval of the Engineer.

**Contractor shall not mix or apply any materials without verification of quantities and required certifications by the inspector.**

**Contractor shall not apply any materials without the Engineer or inspector present on site unless authorized by Engineer.**

**All seed from opened seed containers shall be installed in the same working day.**

#### **STABILIZATION REQUIREMENTS**

Stabilization for this project shall comply with the time frame guidelines as specified by the NCG-010000 general construction permit effective August 3, 2011 issued by the North Carolina Department of Environment and Natural Resources Division of Water Quality. Temporary or permanent ground cover stabilization shall occur within 7 calendar days from the last land-disturbing activity, with the following exceptions in which temporary or permanent ground cover shall be provided in 14 calendar days from the last land-disturbing activity:

- Slopes between 2:1 and 3:1, with a slope length of 10 ft. or less
- Slopes 3:1 or flatter, with a slope of length of 50 ft. or less
- Slopes 4:1 or flatter

The stabilization timeframe for High Quality Water (HQW) Zones shall be 7 calendar days with no exceptions for slope grades or lengths. High Quality Water Zones (HQW) Zones are defined by North Carolina Administrative Code 15A NCAC 04A.0105 (25). Temporary and permanent ground cover stabilization shall be achieved in accordance with the provisions in this contract and as directed.

## **SEEDING AND MULCHING**

### **DESCRIPTION**

The work covered by this section consists of preparing seedbeds; furnishing, placing, and covering limestone, fertilizer, and seed; compacting seedbeds; furnishing, placing, and securing mulch; mowing; and other operations necessary for the permanent establishment of grasses and legumes from seed on shoulders, slopes, ditches, or other roadside areas; all in accordance with these specifications. Seeding and mulching shall be performed on all earth areas disturbed by construction and on portions of areas seeded under previous contracts where in the opinion of the Engineer there is unsatisfactory vegetative cover. The Contractor shall adapt his operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses or legumes. In all

operations covered by this section, care shall be taken to preserve the required line, grade, and cross section of the area treated.

**MATERIALS**

All materials shall meet the requirements of Division 10 shown below:

- Fertilizer .....Article 1060-2
- Limestone .....Article 1060-3
- Seed .....Article 1060-4
- Mulch for erosion control .....Article 1060-5

The kinds of seed and fertilizer, and the rates of application of seed and fertilizer, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

**All Roadway Areas**

<b>March 1 - August 31</b>		<b>September 1 - February 28</b>	
50#	Tall Fescue	50#	Tall Fescue
10#	Centipede	10#	Centipede
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
25#	German Millet	25#	Rye Grain
500#	Fertilizer	500#	Fertilizer

**Waste and Borrow Locations**

<b>March 1 – August 31</b>		<b>September 1 - February 28</b>	
75#	Tall Fescue	75#	Tall Fescue
25#	Bermudagrass (hulled)	35#	Bermudagrass (unhulled)
500#	Fertilizer	500#	Fertilizer

Note: Bahiagrass **shall not** be substituted for, or used, in Division Three Seeding and Mulching Operations.

**Approved Tall Fescue Cultivars**

06 Dust	Coyote	Grande 3	Padre	Shenandoah Elite
2 <sup>nd</sup> Millennium	Darlington	Greenbrooks	Patagonia	Sidewinder
3 <sup>rd</sup> Millennium	Davinci	Greenkeeper	Pedigree	Skyline
Apache III	Desire	Gremlin	Picasso	Solara
Avenger	Dominion	Greystone	Piedmont	Southern Choice II
Barlexas	Dynamic	Guardian 21	Plantation	Speedway
Barlexas II	Dynasty	Guardian 41	Proseeds 5301	Spyder LS
Bar Fa	Endeavor	Hemi	Prospect	Sunset Gold
Barrera	Escalade	Honky Tonk	Pure Gold	Taccoa
Barrington	Essential	Hot Rod	Quest	Tanzania
Barrobusto	Evergreen 2	Hunter	Raptor II	Trio
Barvado	Falcon IV	Inferno	Rebel Exeda	Tahoe II
Biltmore	Falcon NG	Innovator	Rebel Sentry	Talladega
Bingo	Falcon V	Integrity	Rebel IV	Tarheel
Bizem	Faith	Jaguar 3	Regiment II	Terrano
Blackwatch	Fat Cat	Jamboree	Regenerate	Titan ltd
Blade Runner II	Festnova	Justice	Rendition	Titanium LS
Bonsai	Fidelity	Kalahari	Rhambler 2 SRP	Tracer
Braveheart	Finelawn Elite	Kitty Hawk 2000	Rembrandt	Traverse SRP

Bravo	Finelawn Xpress	Legitimate	Reunion	Tulsa Time
Bullseye	Finesse II	Lexington	Riverside	Turbo
Cannavaro	Firebird	LSD	RNP	Turbo RZ
Catalyst	Firecracker LS	Magellan	Rocket	Tuxedo RZ
Cayenne	Firenza	Matador	Scorpion	Ultimate
Cessane Rz	Five Point	Millennium SRP	Serengeti	Venture
Chipper	Focus	Monet	Shelby	Umbrella
Cochise IV	Forte	Mustang 4	Sheridan	Van Gogh
Constitution	Garrison	Ninja 2	Signia	Watchdog
Corgi	Gazelle II	Ol' Glory	Silver Hawk	Wolfpack II
Corona	Gold Medallion	Olympic Gold	Sliverstar	Xtremegreen

On cut and fill slopes 2:1 or steeper Centipede shall be applied at the rate of 15 pounds per acre from January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

All areas seeded and mulched shall be tacked with asphalt. Crimping of straw in lieu of asphalt tack or other approved binding material shall not be allowed on this project.

**TEMPORARY SEEDING**

Fertilizer shall be the same analysis as specified for Seeding and Mulching and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. Sweet Sudan Grass, German Millet or Browntop Millet shall be used in summer months and Rye Grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

**COORDINATION WITH GRADING OPERATIONS**

The work of seeding and mulching shall be performed on a section by section basis immediately upon completion of earthwork sections in accordance with the provisions of Article 225-2. No exception will be made to this requirement unless otherwise permitted in writing by the Engineer or by the special provisions.

**SEEDBED PREPARATION**

The Contractor shall cut and satisfactorily dispose of weeds or other unacceptable growth on the areas to be seeded. Uneven and rough areas outside of the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities which cannot be obliterated by normal seedbed preparation operations, shall be shaped and smoothed as directed by the Engineer to provide for more effective seeding and for ease of subsequent mowing operations. The soil shall then be scarified or otherwise loosened to a depth of not less than 5 inches except as otherwise provided below or otherwise directed by the Engineer. Clods shall be broken and the top 2 to 3 inches of soil shall be worked into an acceptable seedbed by the use of soil pulverizers, drags, or harrows; or by other methods approved by the Engineer. All rock and debris 3 inches or larger shall be removed on median, shoulder, and ditch cut or fill slopes which are 3:1 or flatter, prior to the application of seed and fertilizer. On cut slopes that are 2:1 and steeper, both the depth of preparation and the degree of smoothness of the seedbed may be reduced as permitted by the Engineer, but in all cases the slope surface shall be scarified, grooved, trenched, or punctured so as to provide pockets, ridges, or trenches in which the seeding materials can lodge.

**CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE REQUIRED SEED BED. IT MAY ALSO BE NECESSARY TO SEED THESE SECTIONS WITH A HYDRO-SEEDER.**

On cut slopes that are either 2:1 or steeper, the Engineer may permit the preparation of a partial or complete seedbed during the grading of the slope. If at the time of seeding and mulching operations such preparation is still in a condition acceptable to the Engineer, additional seedbed preparation may be reduced or eliminated.

Seedbed preparation within 2 feet of the edge of any pavement shall be limited to a depth of 2 to 3 inches.

The preparation of seedbeds shall not be done when the soil is frozen, extremely wet, or when the Engineer determines that it is an otherwise unfavorable working condition.

### **APPLYING AND COVERING LIMESTONE, FERTILIZER, AND SEED**

#### **(A) General:**

Equipment to be used for the application, covering, or compaction of limestone, fertilizer, and seed shall have been approved by the Engineer before being used on the project. Approval may be revoked at any time if equipment is not maintained in satisfactory working condition, or if the equipment operation damages the seed.

Limestone, fertilizer, and seed shall be applied within 24 hours after completion of seedbed preparation unless otherwise permitted by the Engineer, but no limestone or fertilizer shall be distributed and no seed shall be sown when the Engineer determines that weather and soil conditions are unfavorable for such operations.

During the application of fertilizer, adequate precautions shall be taken to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances. The Contractor shall either provide adequate covering or change methods of application as required to avoid such damage. When such damage occurs the Contractor shall repair it, including any cleaning that may be necessary.

#### **(B) Limestone and Fertilizer:**

Limestone may be applied as a part of the seedbed preparation, provided it is immediately worked into the soil. If not so applied, limestone and fertilizer shall be distributed uniformly over the prepared seedbed at the specified rate of application and then harrowed, raked, or otherwise thoroughly worked or mixed into the seedbed.

If liquid fertilizer is used, storage containers for the liquid fertilizer shall be located on the project and shall be equipped for agitation of the liquid prior to its use. The storage containers shall be equipped with approved measuring or metering devices which will enable the Engineer to record at any time the amount of liquid that has been removed from the container. Application equipment for liquid fertilizer, other than a hydraulic seeder, shall be calibrated to ensure that the required rate of fertilizer is applied uniformly.

#### **(C) Seed:**

Seed shall be distributed uniformly over the seedbed at the required rate of application, and immediately harrowed, dragged, raked, or otherwise worked so as to cover the seed with a layer of soil. The depth of covering shall be as directed by the Engineer. If 2 kinds of seed are to be used which require different depths of covering, they shall be sown separately. When a combination seed and fertilizer drill is used, fertilizer may be drilled in with the seed after limestone has been applied and worked into the soil. If 2 kinds of seed are being used which require different depth of covering, the seeding requiring the lighter covering may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.

**When a hydraulic seeder is used for application of seed and fertilizer, the seed shall not remain in water containing fertilizer for more than 30 minutes prior to application unless otherwise permitted by the Engineer.**

Immediately after seed has been properly covered the seedbed shall be compacted in the manner and degree approved by the Engineer.

#### **(D) Modifications:**

When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Engineer may direct or permit that modifications be made in the above requirements which pertain to incorporating

limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed. Such modifications may include but not be limited to the following:

1. The incorporation of limestone into the seedbed may be omitted on
  - (a) cut slopes steeper than 2:1
  - (b) on 2:1 cut slopes when a seedbed has been prepared during the excavation of the cut and is still in an acceptable condition; or
  - (c) on areas of slopes where the surface of the area is too rocky to permit the incorporation of the limestone.
2. The rates of application of limestone, fertilizer, and seed on slopes 2:1 or steeper or on rocky surfaces may be reduced or eliminated.
3. Compaction after seeding may be reduced or eliminated on slopes 2:1 or steeper, on rocky surfaces, or on other areas where soil conditions would make compaction undesirable.
4. Use of a hydro seeder may be necessary on areas where slopes will not allow traditional seeding equipment (i.e. tractors).

Contractor will be responsible for seeding and mulching all exposed areas as directed by Engineer.

**It is mandatory that Contractor have a hydro-seeder readily available for use in wet conditions and on potential steep slopes.**

## **MULCHING**

### **(A) General:**

All seeded areas shall be mulched unless otherwise indicated in the special provisions or directed by the Engineer. Grain straw may be used as mulch at any time of the year. If permission to use material other than grain straw is requested by the Contractor and the use of such material is approved by the Engineer, the seasonal limitations, the methods and rates of application, the type of binding material, or other conditions governing the use of such material will be established by the Engineer at the time of approval.

**Hydro Mulch will be acceptable as an alternative mulching material with the Engineer's approval on slope with a grade of 4:1 or less.**

The Contractor shall take necessary precautions to avoid using grain straw contaminated with fire ants, witchweed or other noxious pests. Grain straw supplied from a quarantined county should be inspected and certified by the Department of Agriculture that it is free of noxious pests. To obtain a list of quarantined counties please review the web address <http://www.ncagr.com/plantind/plant/entomol/ifamap.htm>

### **(B) Applying Mulch:**

Mulch shall be applied within 24 hours after completion of seeding unless otherwise permitted by the Engineer. Care shall be exercised to prevent displacement of soil or seed or other damage to the seeded area during the mulching operations. Mulch shall be uniformly spread by hand or by approved mechanical spreaders or blowers which will provide an acceptable application. An acceptable application will be that which will allow some sunlight to penetrate and air to circulate but also partially shade the ground, reduce erosion, and conserve soil moisture.

### **(C) Holding Mulch:**

Mulch shall be held in place by applying a sufficient amount of asphalt or other approved binding material to assure that the mulch is properly held in place. The rate and method of application of binding material shall meet the approval of the Engineer. Where the binding material is not applied directly with the mulch it shall be applied immediately following the mulch application.

During the application of asphalt binding material, or other approved binding materials which may cause damage, adequate precautions shall be taken to prevent damage to traffic, structures, guardrails, traffic control devices, or any other appurtenances. The Contractor shall either provide adequate covering or change methods of application as required to avoid such damage. When such damage occurs the Contractor shall repair it, including any cleaning that may be necessary.

The Contractor shall take sufficient precautions to prevent mulch from entering drainage structures through displacement by wind, water, or other causes and shall promptly remove any blockage to drainage facilities which may occur.

**The method of applying mulch within 6 ft of a route with posted speed limit of 55 mph or greater shall be as follows:** mulch, crimp, reapply mulch and tack with approved binding material. No exceptions will be allowed without Engineer's approval.

**METHOD OF MEASUREMENT**

**(A) Seeding and Mulching:**

The quantity of seeding and mulching to be paid for will be the actual number of acres of seeding and mulching, measured along the surface of the ground, which has been completed and accepted.

**BASIS OF PAYMENT**

**(A) Seeding and Mulching:**

The quantity of seeding and mulching, measured as provided in Subarticle 1660-8(A), will be paid for at the contract unit price per acre for "Seeding and Mulching."

**(C) Limestone and Fertilizer:**

No direct payment will be made for furnishing and applying the limestone and fertilizer as such work and materials will be considered to be incidental to be the work covered by "Seeding and Mulching".

**(D) Compensation:**

Where seeding and mulching has been damaged or has failed to establish a satisfactory stand of grasses or legumes, the areas of damage or failure shall be corrected and the Contractor will be compensated for the work of correction. Where correction can be made without extensive seedbed preparation, the work will be paid for as provided in Article 1661-6 for "**Repair Seeding**"

As an exception to the above, the Contractor shall repair, at no cost to the Department, any damage to earthwork or seeded and mulched areas which is due to carelessness or neglect on the part of the Contractor.

The above prices and payments will be full compensation for all work covered by this section including but not limited to furnishing all limestone, fertilizer, seed, mulch, asphalt, and other materials; cleanup of vegetation, stone, and other debris prior to seedbed preparation and mulching; seedbed preparation; applying and covering limestone, fertilizer, and seed; applying mulch; holding mulch; maintenance; and mowing.

**(E) Pay Items:**

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Seeding and Mulching 0-2 acres	Acre
Seeding and Mulching 2-5 acres	Acre
Seeding and Mulching 5+ acres	Acre

**REPAIR SEEDING**

**DESCRIPTION**

The work covered by this section consists of repairing areas which have been previously seeded and mulched in accordance with Section 1660 but which have been damaged or have failed to successfully establish a stand of grasses or legumes. The work covered by this section shall not include repair seeding made necessary by negligence on the part of the Contractor as described in Article 1660-7, nor shall it include repairs to temporary seeding constructed in accordance with Section 1620. Where correction of damage or failure can be made without extensive seedbed preparation, the area shall be repaired in accordance with this section. Where correction will require extensive seedbed preparation, or where earthwork repairs or complete reshaping are necessary, the area shall be repaired in accordance with Section 1660. The work of repair seeding shall include minor seedbed preparation when directed by the Engineer; the furnishing, placing, and covering of fertilizer and seed; and the furnishing and placing of mulch is required; all in accordance with these specifications. The repair seeding shall be done promptly at the locations and times directed by the Engineer. The quantity of seed or fertilizer to be used will be affected by the actual conditions which occur during the construction of the project. The quantity of seed or fertilizer may be increased, decreased, or eliminated entirely at the discretion of the Engineer. Such variation in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**MATERIALS**

All materials shall meet the requirements of Division 10 shown below:

- Fertilizer .....Article 1060-2
- Seed .....Article 1060-4
- Mulch for erosion control .....Article 1060-5

The analysis of fertilizer and the kinds of seed shall be same as those in indicated previously.

**SEEDBED PREPARATION**

Seedbed preparation will be required unless otherwise permitted by the Engineer. A seedbed preparation as extensive as that performed for the original seeding and mulching will not be required. The degree of preparation shall be sufficient to retain the seed against displacement by wind, rain, or surface runoff, and shall be acceptable to the Engineer. The acceptable degree of seedbed preparation will depend on the location, soil conditions, and drainage conditions at the site.

**APPLICATION OF FERTILIZER, SEED AND MULCH**

The analysis of fertilizer, the kinds of seed, and the rates of application of seed and fertilizer shall be the same as specified in the project special provision for seeding and mulching, unless otherwise directed by the Engineer, but in no case will the total rate of seed and fertilizer vary more or less than 25 percent of that specified for seeding and mulching.

No fertilizer shall be distributed and no seed shall be sown when the Engineer determines that conditions are unfavorable for such operations. Fertilizer and seed shall be covered and mulch held in place in a manner acceptable to the Engineer. Covering shall be such that it will prevent displacement by wind, rain, or surface runoff except that covering may be eliminated when directed by the Engineer. The provisions of Article 1660-5 will be applicable to the approval of equipment; the use of liquid fertilizer; and the protection of traffic, structures, guardrails, traffic control devices, and other appurtenances.

**METHOD OF MEASUREMENT**

(A) Seed:



The quantity of seed to be paid for will be the actual number of pounds of seed which have been applied in accordance with these specifications. The weight of seed will be determined by bag count of standard weight bags or by weighing the seed on certified platform scales or other certified weighing devices.

**(B) Fertilizer:**

The quantity of fertilizer to be paid for will be the actual number of tons of fertilizer which have been applied in accordance with these specifications. The weight of dry fertilizer will be determined by bag count of standard weight bags, or by weighing the fertilizer in trucks on certified platform scales or other certified weighing devices. The weight of liquid fertilizer will be the equivalent weight in tons of dry fertilizer.

**BASIS OF PAYMENT**

**(E) Pay Items:**

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Repair Seeding	Acre

**EROSION CONTROL MATTING**

The Department shall identify and delineate areas in which to install ditch matting. Ditch Matting for this contract shall consist of excelsior matting.

**DESCRIPTION**

The work covered by this section consists of furnishing, placing, and maintaining a ditch liner and/or erosion control blanket of matting for erosion control on previously shaped and seeded drainage ditches, slopes, or other areas at locations shown on the plans or in the special provisions, or as directed by the Engineer. The quantity of matting to be placed will be affected by the actual conditions which occur during the construction of the project. The quantity of matting may be increased, decreased, or eliminated entirely at the direction of the Engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

**MATERIALS**

All materials shall meet the requirements of Division 10 shown below:

Matting for Erosion Control .....Article 1060-8

**CONSTRUCTION METHODS**

(B) Excelsior Matting: Excelsior matting shall consist of a machine produced mat of curled wood excelsior a minimum of 47 inches in width. The mat shall weigh 0.975 pounds per square yard with a tolerance of plus or minus 10 percent. At least 80 percent of the individual excelsior fibers shall be 6 inches or more in length. The excelsior fibers shall be evenly distributed over the entire area of the blanket. One side of the excelsior matting shall be covered with an extruded plastic mesh. The mesh size for the plastic mesh shall be a maximum of 1" x 1".

(C) Wire Staples: Staples shall be machine made of No. 11 gage new steel wire formed into a "U" shape. The size when formed shall be not less than 6 inches in length with a throat of not less than 1 inch in width.

(D) Placing Matting: Placing of matting shall be done immediately following seeding. The earth surface shall be smooth and free from stones, clods, or debris which will prevent the contact of the matting with the soil. Care shall be taken to preserve the required line, grade, and cross section of the area covered. Matting shall be unrolled in the direction of the flow of water, and shall be applied without stretching so that it will lie smoothly but loosely on the soil surface. The up-channel or top of slope end of each piece of matting shall be buried in a narrow trench at least 5 inches deep and tamped firmly. After the end of the matting is buried, the trench shall be closed and tamped

firmly. Where one roll of matting ends and a second-roll begins, the end of the upper roll shall be brought over the buried end of the second roll so that there will be a 6 inch overlap. Check slots shall be constructed at each 50 feet longitudinally in the matting or as directed by the Engineer. These slots shall be narrow trenches at least 12 inches deep. The matting shall be folded over and buried to the full depth of the trench, after which the trench shall be closed and firmly tamped. Where 2 or more widths of matting are laid side by side, the overlap shall be at least 4 inches. Staples shall be placed across matting at ends, junctions, check slots and shall be spaced approximately 10 inches apart. Staples shall be placed along the outer edges and down the center of each strip of matting and shall be spaced 3 feet apart. Staples shall also be placed along all lapped edges 2 to 3 inches apart. When excelsior or straw matting is used, the matting shall be installed with the fabric on the top side. In the installation of erosion control matting on cut or fill slopes the Engineer may require adjustments in the trenching or stapling requirements to fit individual slope conditions.

**METHOD OF MEASUREMENT**

The quantity of matting for erosion control to be paid for will be the number of square yards, measured along the surface of the ground, over which matting has been acceptably placed.

**BASIS OF PAYMENT**

The quantity of matting for erosion control, measured as provided in Article 1631-4, will be paid for at the contract unit price per square yard for “Matting for Erosion Control” The above prices and payments will be full compensation for all work covered by this section, including but not limited to furnishing all synthetic roving, asphalt, matting, staples, and any other materials; excavation and backfilling; placing synthetic roving; applying asphaltic material; placing and securing matting; and maintaining the drainage ditch. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Matting for Erosion Control	Square Yard

**PERMANENT SOIL REINFORCEMENT MAT**

**DESCRIPTION**

This work consists of furnishing and placing Permanent Soil Reinforcement Mat, of the type specified, over previously prepared areas as directed.

**MATERIALS**

The product shall be a permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three-dimensional structure. The mat shall have the following minimum physical properties:

<u>Property</u>	<u>Test Method</u>	<u>Value</u>	<u>Unit</u>
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	>80	%
Porosity (Permanent Net)	ECTC Guidelines	>85	%
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	>8.0	lb/ft2
Maximum Allowable Velocity	Performance Bench	>16.0	ft/s

(Vegetated) Test

\*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

Submit a certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification.

**CONSTRUCTION METHODS**

Matting shall be installed in accordance with Subarticle 1631-3(B) of the *Standard Specifications*.

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm, stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

**MEASUREMENT AND PAYMENT**

Permanent Soil Reinforcement Mat will be measured and paid for as the actual number of square yards measured along the surface of the ground over which Permanent Soil Reinforcement Mat is installed and accepted. Overlaps will not be included in the measurement, and will be considered as incidental to the work. Such payment shall be full compensation for furnishing and installing the mat, including overlaps, and for all required maintenance. Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Permanent Soil Reinforcement Mat	Square Yard

**SUPPLEMENTAL SEEDING**

The contractor shall complete the task of applying lime, fertilizer, and seed for the permanent establishment of grasses in the locations as directed by the engineer.

Pelletized lime shall be applied at a rate of 1000 lbs per acre by a tractor-attached or tractor-drawn drop spreader of sufficient width and capacity, to apply large quantities of materials in a proper and efficient manner.

Fertilizer with an analysis of 18-9-9 shall be applied at a rate of 300 lbs per acre when seeding Bermuda. Fertilizer with an analysis of 8-8-24 with 50% slow release nitrogen and 3% iron shall be applied at a rate of 200 lbs per acre when seeding Centipede. Fertilizer may be applied with broadcast spreaders in all areas, except 8 ft adjacent to the roadway. Fertilizer shall be applied to the area 8 ft adjacent to the roadway, by other means to avoid hazardous conditions on roadway.

Seeding shall be uniformly applied at the specified rate of 50 lbs per acre for Bermuda or 10 lbs per acre for Centipede by minimum tillage equipment, consisting of a no-till drill used for incorporating seed into the soil. The no-till drill shall consist of front mount wavy coulter assembly, double disc openings and press/packers wheels. The no till drill shall be a width of (5' to 6') five to six feet. Maximum spacing of double disc shall be (8") eight inches and the unit shall be of sufficient weight to penetrate roadside soils. Seeder shall accurately distribute evenly on slopes. Unit shall place seed in the furrow between the double disc openers at a maximum depth of 1/4 to 1/2 inch and sufficiently close seed furrow. Coulter size shall be a wavy blade design with a minimum of (15") fifteen inches in diameter by 5/16" in thickness. The unit shall include adjustable springs for the double disc openers with a downward tension range of 0 to 160 pounds per row.

Contractor shall apply lime and fertilizer prior to beginning seeding application.

**Seed bags shall only be opened in the presence of and under the supervision of the inspector. All seed from opened seed containers shall be installed in the same working day.**

The kind of seed shall be as stated below unless otherwise directed by the Engineer.

**March 1 – August 31**

Bermudagrass (hulled) 25 #/Acre  
 Or  
 Centipede-10#/Acre

**September 1 – February 28**

Bermudagrass (unhulled)-35 #/Acre  
 Or  
 Centipede-10 #/Acre

Slopes Steeper Than 2:1 and Waste and Borrow Locations:

**January 1 – December 31**

Bermudagrass (unhulled) 35 #/Acre  
 Or  
 Centipede-10 #/Acre

**Liming, Fertilizing, and Seeding:**

Will be measured and paid for as the actual number of acres seeded, measured along the surface of the ground, which has been completed and accepted.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Supplemental Seeding	Acre

**FERTILIZER TOPDRESSING**

Fertilizer Topdressing shall be performed in locations as identified by the Engineer. In those areas identified, the Contractor shall furnish and uniformly distribute fertilizer as topdressing to areas on which seeding and mulching have been completed and a vegetative cover is established.

Fertilizer used for topdressing shall be an analysis of 18-9-9 shall be applied at a rate of 300 lbs per acre when seeding Bermuda. Fertilizer used for topdressing shall be an analysis of 8-8-24 with 50% slow release nitrogen and 3% iron shall be applied at a rate of 200 lbs per acre when seeding Centipede. Upon direction of the Engineer, a different analysis of fertilizer may be used depending on the existing vegetative cover and soil conditions. The Department may select from common and available fertilizers such as 20-10-10, 8-8-24 and 8-0-24 upon review of soil analysis.

The Contractor may use broadcast spreaders to apply fertilizer to turf areas except for area 8 feet adjacent to roadway. Fertilizer shall be applied to the area 8 ft adjacent to the roadway, by other means to avoid hazardous conditions on roadway.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Fertilizer Topdressing	Tons

**MOBILIZATION**

This work consists of preparatory work and operations to mobilize personnel, materials, and equipment to the project site.

Payment for mobilization will be made for each work request in each county. A single work request may consist of work at more than one location within the subject county.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization, _____ County	Each

## 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*.

### 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.

### ON-THE-JOB TRAINING

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

Z-10

#### **Description**

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

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

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

**Minorities and Women**

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

**Assigning Training Goals**

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

**Training Classifications**

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

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

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

- Proposed training classifications are reasonable and realistic based on the job skill classification needs, and
- The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

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

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the

contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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

### **Records and Reports**

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

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

### **Trainee Interviews**

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

### **Trainee Wages**

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

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

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

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

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

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

### **Measurement and Payment**

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

### **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.

### **EROSION CONTROL**

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



**NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY**

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier’s expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. Of Seed</u>	<u>Restricted Noxious Weed</u>	<u>Limitations per Lb. of Seed</u>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

**FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:**

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet – Strain R
Weeping Lovegrass	Clover – Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

### **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.

## **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.

<b>TABLE 103-1 COMPLAINT BASIS</b>			
<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person’s accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

(3) Pertinent Nondiscrimination Authorities

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

- 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.)

## 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 two (2) additional copies of the Bid Package.** The Department reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package (Bid Submittal Pages 1 of 15 through 15 of 15) furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected.
2. All entries including signatures shall be written in ink or typed.
3. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price for the various contract items shall be written in figures. **Unit Prices shall be limited to (2) TWO 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 are to include the following information:
  - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.  
**Corporations that have a corporate seal should include it on the bid.**
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

10. The Bid Submittal Package shall be placed in a sealed envelope and shall be delivered to and received in the DOT Purchasing Section at the Transportation Building Complex at 1 South Wilmington Street, Room 334B, Raleigh, NC 27601 by 2:00 pm on June 7, 2019.
11. The sealed bid should display the following statement on the front of the sealed envelope:  
**QUOTATION FOR PROPOSAL NO. 54-CA-03-11901874, SEEDING & MULCHING  
TO BE OPENED AT 2:00 PM ON JUNE 7, 2019.  
ATTN: CHRIS ANDRESEN  
NAME OF BIDDER**
12. If not delivered in person, the sealed envelope should be placed in another sealed envelope and the outer envelope should be addressed as follows:  
**Bid No. 54-CA-03-11901874  
Attention: Chris Andresen  
N.C. Department of Transportation  
Purchasing Section  
1 South Wilmington Street, Room 334B  
Raleigh, N.C. 27601**

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

**BIDS NOT DELIVERED IN PERSON MUST BE SHIPPED.**

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

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

#### **DELIVERY OF BIDS**

The entire Bid Submittal Package shall be placed in a sealed envelope and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, June 7, 2019.

The Department of Transportation's Purchasing Section is located in the Transportation Building Complex at 1 South Wilmington Street, Room 334B, Raleigh, NC 27601.

Bids hand delivered must be stamped received prior to 2:00 PM, June 7, 2019.

Proposals arriving after this date and time shall not be considered under any circumstances.

To contact Purchasing by phone for directions, etc. the number is 919-707-2620.

#### **OPENING OF BIDS**

Bids subject to the conditions made a part hereof will be received until 2:00 pm on June 7, 2019 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!**

**BID SUBMITTAL PACKAGE**

On Call Annual Needs for Seeding & Mulching  
NCDOT Highway Division 3  
Brunswick, Pender and New Hanover Counties

**DATE**

May 24, 2019

**PROPOSAL**

54-CA-03-11901874

**CONTRACTING AGENCY**

State of North Carolina  
Department of Transportation  
Raleigh, North Carolina

Bidder: \_\_\_\_\_  
*Company Name*

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

**BID PROPOSAL NO.:** 54-CA-03-11901874

**WBS ELEMENT NOS.:** VARIOUS

**COUNTIES:** BRUNSWICK, PENDER AND NEW HANOVER – DIVISION 3

**TYPE OF WORK:** ON CALL ANNUAL NEEDS FOR SEEDING & MULCHING

LINE NO.	SEC NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Seeding and Mulching 0-2 Acres	50	Acres	\$	\$
2	SP	Seeding and Mulching 2-5 Acres	20	Acres	\$	\$
3	SP	Seeding and Mulching 5+ Acres	15	Acres	\$	\$
4	SP	Repair Seeding	15	Acres	\$	\$
5	SP	Matting for Erosion Control	6000	SY	\$	\$
6	SP	Permanent Soil Reinforcement Matting	1000	SY	\$	\$
7	SP	Fertilizer Topdressing	15	Ton	\$	\$
8	SP	Supplemental Seeding	20	Acre	\$	\$
9	SP	Mobilization, Brunswick County	10	Each	\$	\$
10	SP	Mobilization, Pender County	10	Each	\$	\$
11	SP	Mobilization, New Hanover County	10	Each	\$	\$

**TOTAL BID FOR PROJECT:** \$ \_\_\_\_\_

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

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

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

Accepted by NCDOT \_\_\_\_\_ (date)

*Division Engineer*

**CONTRACTOR INFORMATION**

Company Name \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

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

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

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

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

**FEDERAL EMPLOYER IDENTIFICATION NUMBER**

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

Pursuant to N.C.G.S. § 132-1.10(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.

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Identification Number

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

**LIST OF MB & WB SUBCONTRACTORS**

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

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

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

**\*\* 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.*



**CONTRACTOR'S WORK EXPERIENCE AND REFERENCES**

**Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to seeding and mulching. 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: \_\_\_\_\_  
 Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_

1. Agency or Firm Name: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_

3. Agency or Firm Name: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
 Email address: \_\_\_\_\_  
 Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_

**EXECUTION OF BID**

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

**CORPORATION**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
(Select appropriate title) (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 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 its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Partnership

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Address as Prequalified

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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 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 its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Member/Manager/Authorized Agent  
*(Select appropriate Title)*

---

Print or Type Signer's Name

---

Print or Type Signer's Name

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

**JOINT VENTURE (2) or (3)**

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 its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
Signature of Contractor

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

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

*If Corporation, affix Corporate Seal* AND

(4) \_\_\_\_\_  
Name of Contractor

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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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 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 its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Bidder

\_\_\_\_\_  
Individual Name

Trading and Doing Business As

\_\_\_\_\_  
Full name of Firm

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

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

\_\_\_\_\_  
Signature of Bidder, Individual

\_\_\_\_\_  
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 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 its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Bidder

\_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_

Signature of Bidder, Individually

\_\_\_\_\_

Print or type Signer's Name

\_\_\_\_\_

Signature of Witness

\_\_\_\_\_

Print or type Signer's name

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

## 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 that is file 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 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 for your benefit to assist you in completing your Bid Submittal Package to help ensure that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contract Bid Form.
	3	Contractor's Information.
	4	Federal Employer Identification Number.
	5	Listing of MBE/WBE Subcontractors.
	6	Contractor's Work Experience and References, with a minimum of three (3) references included.
	7-14	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	15	Bid Submittal Package Checklist
		Addenda, if applicable.
		<b>Submit original and two (2) duplicate copies.</b>
		<b>Mark the original as "Original" and the copies as "Copy".</b>

**YOU MUST BE PRE-QUALIFIED TO BID AS EITHER A BIDDER OR POC PRIME CONTRACTOR!  
SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTIONS.**

**End of bid submittal package!**