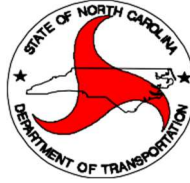


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**BID OPENING:** JUNE 5, 2023 AT 2:00 P.M.

**BID PROPOSAL NO.:** 54-CA-08-12080377

**WBS ELEMENT NOS.:** 8RE.101913, 8RE.201913 AND 8RE.201923

**COUNTIES:** CHATHAM – DIVISION 8

**LOCATION:** VARIOUS

**TYPE OF WORK:** ON CALL LONG ARM MOWING WITH  
MULCHING/PICKUP

**DATE OF AVAILABILITY:** JUNE 1, 2023

**COMPLETION DATE:** MAY 31, 2024

**SMALL BUSINESS CERTIFICATION MANDATORY**

**PROPOSAL****FOR THE CONSTRUCTION OF****BID NO. 54-CA-08-12080377 IN CHATHAM COUNTY – DIVISION 8, NORTH CAROLINA****MAY 16, 2023****DEPARTMENT OF TRANSPORTATION,****RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as **BID NO 54-CA-08-12080377**; 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-08-12080377**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

**TABLE OF CONTENTS**

<b>PROJECT SPECIAL PROVISIONS - GENERAL</b>	<b>PAGE NO.</b>
General	5
Small Business Enterprise	5
Contract Time for ID/IQ	6
Intermediate Contract Time Number 1 and Liquidated Damages	6
Intermediate Contract Time Number 2 and Liquidated Damages	6
Contract Bid Quantities	7
Prosecution of Work	7
Award of Contract	8
Authority of Engineer	8
Quantities Estimated	8
Supervision by Contractor	8
Insurance	9
Responsibility for Damage Claims	9
Payment and Retainage	9
 <b>PROJECT SPECIAL PROVISIONS - ID/IQ FOR SBE</b>	
SBE (Multi-Year Maintenance Contracts - (ID/IQ)	11
Work Order Assignment for ID/IQ	11
Mobilization and Liquidated Damages for ID/IQ	11
Renewal of Contract (CPI Price Adjustment) for ID/IQ	12
Dispute Resolution Process for ID/IQ	12
 <b>PROJECT SPECIAL PROVISIONS - ROADWAY</b>	
Mobilization	13
Long-Arm Mowing with Mulching/pickup	13
Equipment	13
Long Arm Mowing	14
Mulching (Not in Maintained Yards/Properties)	14
Debris Pickup (Within limits of Maintained Yards/Properties)	15
Truck Mounted Attenuator and Shadow Truck	15
Measurement and Payment	15
Equipment Requirements	15
Traffic Control and Work Zone Safety	16
Safety Vests	17
Equipment Idling Guidelines	17
Quality, Inspection and Basis of Acceptance	17
Mowing Diagram	18
Mowing Diagram	19
 <b>STANDARD SPECIAL PROVISIONS</b>	
Availability of Funds—Termination of Contract	20
Minimum Wages	20
On-The-Job Training	20
Erosion Control	22
Work Zone Signing	22
Plant and Pest Quarantines	22

	PAGE NO.
Bankruptcy	23
Subletting of Contract	23
Debarment Statement	23
Default of Contract	23
Cooperation between Contractors	23
No Major Contract Items	24
No Specialty Items	24
Utility Conflicts	24
Driveway and Private Property	24
Outsourcing Outside the USA	25
Title VI and Nondiscrimination	25

**INSTRUCTIONS TO BIDDERS**

Preparation and Submission of Traditional Paper Bids	30
Opening of Bids	31

**BID SUBMITTAL PACKAGE**

Cover sheet	1
Contract Bid Form	2
Contractor Information	3
Federal Employer Identification Number	4
Listing of MBE/WBE Subcontractors	5
Contractors Work Experience and References	6
Execution of Bid Non-Collusion, Debarment and Gift Ban Certification	7-14
Bid Submittal Package Checklist	15

## **PROJECT SPECIAL PROVISIONS - GENERAL**

This renewable hourly rate contract is for long-arm mowing with mulching/pickup services on an as needed basis along various primary and secondary routes in Chatham County. All work shall be completed during daylight hours.

The Contractor is to provide all equipment, labor traffic control and materials necessary to complete the work unless otherwise noted in the contract.

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*.

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

## **SMALL BUSINESS ENTERPRISE (SBE) CONTRACT**

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

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

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

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

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

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

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

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

**CONTRACT TIME FOR ID/IQ:**

(2-15-22)

108

SP1 G11

The date of availability for this contract is **June 1, 2023**.

The completion date for this contract is **May 31, 2024**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

Work shall be accomplished in a continuous manner once the contractor begins.

Any liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages provision located elsewhere in this Contract.

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

The Contractor shall begin contract work within **30 calendar days** upon notification by the NCDOT Roadside Environmental Unit for requested contract work at specified locations. The Department will provide maps and designated route lists at the time of request.

The date of availability for this intermediate contract time is **the date the Contractor is notified by the NCDOT Roadside Environmental Unit to complete requested contract work at specified locations**.

**Liquidated damages for this contract are Two Hundred Dollars (\$200.00) per calendar day for each calendar day when the Contractor fails to report to the project, which begins 30days after initial notification, or does not pursue work in a continuous and uninterrupted manner as required by the Division Roadside Environmental Engineer.**

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

Except for Emergency Response or as directed by the Engineer, the Contractor shall not perform any work on this contract during the following time restrictions:

**DAY AND TIME RESTRICTIONS**

**All work on this contract must be accomplished during daylight hours. No night work is permitted. No work permitted on Saturdays or Sundays.**

The Contractor shall not perform any work on this contract on or during holidays or holiday weekends, 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 Christmas and New Year's Day, between the hours of 3:00 p.m. the Thursday before the week of Christmas and 8:30 a.m. January 2<sup>nd</sup>. 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 Day, between the hours of 3:00 p.m. the day before and 8:30 a.m. the day after.
4. For Easter, between the hours of 3:00 p.m. Thursday and 8:30 a.m. Monday.

5. For Memorial Day, between the hours of 3:00 p.m. Friday and 8:30 a.m. Tuesday.
6. For Independence Day, between the hours of 3:00 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 3:00 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 3:00 p.m. Friday and 8:30 a.m. Tuesday.
8. For Veterans Day, between the hours of 3:00 p.m. the day before Veterans Day and 8:30 a.m. the day after Veterans Day.
9. For Thanksgiving Day, between the hours of 3:00 p.m. the Tuesday before Thanksgiving Day and 8:30 a.m. the Tuesday after Thanksgiving Day.

Holidays and holiday weekends shall include New Year's, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so no work is required during these periods, unless otherwise directed by the Engineer.

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

### **CONTRACT BID QUANTITIES**

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

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

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

### **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work of each notification in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the work in the notification. 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 \$600.00 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 a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to start or complete the work on time.

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications. It is the intent of the Department that the Contractor's crew complete the work required on a site before beginning work at another site.

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

pavement. The Engineer may designate specific locations for parking equipment.

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

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and legal State holidays unless approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations. Allowable work hours typically take place Monday through Friday from 9:00 a.m. to 4:00 p.m. while working on high volume roads. High volume roads will be determined by the Engineer.

### **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.

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division Eight, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly

### **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.

### **PERFORMANCE GUARANTEE**

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



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

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

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.

## **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.

## **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.

### **LIABILITY INSURANCE:**

(5-16-23)

107

SP1 G05

Revise the *2018 Standard Specifications* as follows:

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

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

### **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.

### **PAYMENT AND RETAINAGE**

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

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

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

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

All requests for payment shall be submitted to:

**Mr. Mark Thompson  
Division Roadside Environmental Engineer  
N.C. Department of Transportation  
121 DOT Drive  
Carthage, NC 28327**

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.

**PROJECT SPECIAL PROVISIONS ID/IQ FOR SBE**

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

(4-20-21)(Rev. 2-15-22)

This contract is a multi-year contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

**WORK ORDER ASSIGNMENT (SINGLE AWARDS) FOR ID/IQ:**

(2-15-22)(Rev. 4-19-22)

SPD 01-800A

Work orders will be assigned by the Engineer. The Contractor shall respond to the work order assignments with the anticipated start date, within three working days of notification unless noted otherwise. Failure to complete work in accordance with contract provisions and completion date may result in liquidated damages.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment Form (Form IDIQ-1SA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment Form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

**MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:**

(2-15-22)

SPD 01-820

The Contractor shall mobilize to each location he is required to perform work. There will be no direct pay for Mobilization as it will be incidental to the other bid items. The only exception is if there is an Emergency Mobilization provision within the contract.

The Contractor will be provided a Work Order Assignment for each project with location(s), estimated quantities, and liquidated damages unless waived by the Engineer. Notification will be verbal followed by a faxed or emailed signed Work Order Assignment. There will be no minimum quantities for any line item associated with a particular mobilization. The Contractor shall complete the work identified on each Work Order Assignment.

The Contractor shall mobilize and complete the work within the time specified on the Work Order Assignment. Failure to complete the work by the completion date may result in the application of liquidated damages. Liquidated damage amounts will be based on the work order estimate and the liquidated damage table below.

<b>Work Order Value</b>	<b>Liquidated Damages (per calendar day)</b>
\$0 - \$100K	\$100.00
\$100K - \$200K	\$250.00
\$200K - \$300K	\$500.00
\$300K - \$500K	\$600.00
\$500K - \$1M	\$700.00
\$1M - \$2M	\$850.00

**RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:**

(2-15-22)

SPD 01-840

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for 2 additional periods of one year each (maximum (3) three years total). Each year shall have a limit of **One Million Dollars (\$1,000,000.00)**.

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve-month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department of Transportation reserves the right to cancel this contract.

The CPI will be determined from a 12-month period. Example below:

<u>Year</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>	<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>
2019	251.7	252.8	254.2	255.5	256.1	256.1	256.6	256.6	256.8	257.3	257.2	257.0
2020	258.0	258.7	258.1	256.4	256.4	257.8	259.1	259.9	260.3	260.4	260.2	260.5
2021	261.6	263.0	264.9	267.1	269.2	271.7	273.0	273.6	274.3	276.6	277.9	278.8
2022	281.1	—	—	—	—	—	—	—	—	—	—	—

CPI for current period (July 2021) 273.0

Less CPI for previous period (July 2020) 259.1

Equals index point change 13.9

Divided by previous period CPI 259.1

Equals 0.0536

Result multiplied by 100 i.e. 0.0536 x 100

Equals percent change 5.36%

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by **[date/days]** if the contract may be extended. The Contractor must notify the Engineer in writing by **[date/days]** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

**DISPUTE RESOLUTION PROCESS FOR ID/IQ:**

(2-15-22)

SPD 01-850

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

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

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

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

## PROJECT SPECIAL PROVISIONS - ROADWAY

### MOBILIZATION:

There will be no payment for mobilization of labor or equipment as it will be considered incidental to the bid items of this contract. 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.

### LONG-ARM MOWING WITH MULCHING/PICKUP

The Contractor shall furnish to the Department of Transportation the fully operated equipment described in this contract as needed for vegetation trimming using long arm mowers with mulching/pickup along designated routes within Chatham county.

The Contractor shall furnish equipment in good working condition and operated by properly trained and qualified personnel. The personnel operating the equipment shall be employees of the Contractor or approved Subcontractor and the Contractor shall be responsible for all operators during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation. The Department of Transportation may refuse delivery or may reject any equipment found to be defective and/or inadequately operated.

The Division Roadside Environmental Engineer will select and coordinate the locations to be mowed and provide a map of mowing routes to the contractor. All work must be accomplished during daylight hours. No night work is permitted. No work permitted on Saturdays or Sundays unless during Emergency Status or as directed by the Engineer.

Units of the Bid Sheets are for bid evaluation only and do not reflect purchase order limits. Purchase order quantities will be based on actual need. Section 104-5 of the 2018 Standard Specifications will not be applicable. The Engineer reserves the right to make, at any time during the work, such changes in quantities as necessary to satisfactorily complete the project.

The Contractor shall exercise caution not to damage or destroy private property such as plantings or landscaping unless otherwise directed.

The Contractor shall notify the Engineer at the start of operations and shall keep the Engineer informed of the proposed work plan. The Contractor shall submit written reports of work accomplished on a weekly basis, unless otherwise directed.

All work shall be subject to inspection by the Engineer at any time. The Engineer will make periodic inspections of the completed work. It is intended that the work will be completed in a neat, workmanlike manner. Areas which are gapped or rolled down and uncut will not be considered acceptable.

The Contractor shall incur Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** per incident for failing to immediately remove any grass, brush, or debris deposited into the roadway, which includes travel lanes, shoulders, bulb-outs, ditches, and drainage structures, as a result of the Contractor's operations in order to eliminate any hazards.

All damage to turf shall be repaired within fourteen (14) days of notification. If repairs are not made within stated time NCDOT will repair these areas and deduct the cost from the Contractor's next invoice.

### **Equipment**

The Contractor shall provide the following functional and operating equipment each cycle in the performance of mowing for this contract:

- Long arm mowers-----2
- Shadow Truck (Undivided Primaries and Secondary Routes) ----1
- Truck Mounted Attenuator (Divided Primaries) -----1

This is the minimum amount of equipment specified for this project. Additional equipment may be required to successfully fulfil the contract.

All long arm mowers provided under this agreement shall be hydraulic powered and shall reach a minimum of twenty feet (20 ft) from the center of the tractor. Mower hydraulics shall be controlled from within the driver/passenger compartment. The tractor shall have sufficient horsepower to operate the mower per mower

manufacturer recommendations and shall be capable of cutting up to a 5" diameter tree or tree limb. The Department will not be responsible for damage to the Contactors' equipment.

Mowers are to be equipped with shields, which preclude foreign objects from being thrown out from the cutting unit enclosures. Tractors shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. All tractors shall be equipped with one (1) light bar mounted on top of the cab. The width of the bar shall be seventeen (17) inches or greater but shall not exceed safe mounting limits of the cab. The bar's light source may be a series of rotating quartz-halogen, incandescent, or LED bulbs; stroboscopic lamps; or static programmable LED. The Engineer may require an alternate pattern should the one chosen be deemed unsafe, inconsistent, or inadequate. The light source shall be amber in color as permitted by N.C.G.S § 20-130.2. The light bar shall be visible from all directions. All tractors shall be equipped with one (1) perimeter light mounted on the left rear fender, and one (1) perimeter light mounted on the right rear fender. These lights shall be amber in color. All equipment shall also be equipped with reverse gear warning devices.

The Contractor must furnish, mount, and maintain a W10-11 or W10-11A "Caution Mower" sign on the rear of each mower such that they can be easily read by motorists approaching from the rear. Both sign types are black lettering over a fluorescent orange background. The sign should have a minimum clearance of one (1) foot from the ground to the bottom of the sign. The sign must not obstruct any safety lighting.

The Contractor's company name, identification number, and telephone number shall be prominently displayed on each tractor.

The Contractor shall furnish all equipment in good operating condition and operated by properly trained and qualified personnel. There will be **no payment for mobilization** of labor and equipment, as it will be **considered incidental** to the bid items of this contract. 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.

The Contractor must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition (i.e., no excessive fluid leaks; blades sharpened and in good condition) and suitable for performing the work required. All tractors shall have sufficient horsepower to operate their mowers per manufacturer recommendations. All tractor tires shall have adequate tread depth to perform the work required. All equipment safety devices as were originally designed/provided by the manufacturer shall be in place. Tractors shall be equipped with reverse gear/backup warning devices that are in a working condition and audible.

The Engineer may reject any equipment that is not operating in a satisfactory manner. Reasons for rejection shall include but not be limited to excessive leaks, tractors that cannot be operated in both forward and reverse gear, audible backup alarms and mower attachments that are not capable of acceptable mowing. The Contractor shall make arrangements for equipment replacement/repair as needed to satisfy the contract objective. No extension in contract times will be allowed due to rejected equipment.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

### **Long Arm Mowing**

All routes shall be mowed to the top of the cut slope, to the bottom of the fill slope, or to the limit of the equipment. Vegetation hanging over the slope or roadway shall be mowed to the limit of the equipment. All vegetation five (5) inches in diameter or less shall be cut. Tree limbs shall be cut back to the existing trunk line of trees larger than five (5) inches. Ground vegetation shall be cut to a height of no greater than six (6) inches. Cut vegetation shall be cleaned up or mulched. All brush or debris which falls onto the roadway shall be immediately removed by the Contractor.

### **Mulching (Not in Maintained Yards/Properties)**

The Contractor shall mulch all cuttings to a size not greater than 1 inch wide and 4 inches long. Mulching can be achieved by the use of the long arm mower, chipper or other method as approved by the Engineer.

All equipment shall be equipped with shields/guards which precludes foreign objects from being thrown out from the cutting unit. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc. Mulching shall be considered incidental to the long arm mowing operation and

the Contractor will be compensated for any equipment operation and incidentals at the hourly rate defined elsewhere in this contract.

### **Debris Pickup (Within Limits of Maintained Yards/Properties)**

The Contractor will be required to pick up and remove all cuttings that are within the limits of a maintained yard/property. Pickup/Removal shall be considered incidental to the long arm mowing operation and the Contractor will be compensated for all pickup/removal at the hourly rate defined elsewhere in this contract.

### **Truck Mounted Attenuator and Shadow Truck**

Along designated divided primary routes, provide a truck mounted attenuator in accordance with Articles 1089-9, 1165-2, and 1165-3 of the *2018 Standard Specifications*.

Along designated primary undivided and secondary routes, provide and maintain a truck and operator to shadow the long arm mowing operation. Shadow trucks shall be performance worthy by visual and operational inspection during a times of operation. This truck provides warning and protection for slow moving long arm mowing tractors. *Shadow Trucks* shall be equipped with a minimum of two (2) outside blinking amber lights visible from both directions and one (1) cab mounted amber rotating light, visible from all directions. The truck shall have the company name prominently displayed on each side. During operations, the shadow vehicle shall also have a **“MOWING AHEAD”** sign mounted and maintained upon the rear of the vehicle.

### **Measurement and Payment**

Payment shall be made on a hourly basis for long-arm mowing completed as outlined in the enclosed mowing limit diagrams and as approved by the Engineer. Such price and payment will be full compensation for all work including, but not limited to mobilization, supervision, labor, equipment, traffic control, and all incidentals necessary for the prosecution and completion of the work. No separate payment will be made for debris removal or disposal. Long-Arm Mowing and Long-Arm Mowing with Truck Mounted Attenuator will be measured and paid as the actual number of hours completed and accepted.

### **Payment will be made under:**

<b>Pay Item</b>	<b>Pay Unit</b>
Long-Arm Mowing with Truck Mounted Attenuator, Divided Primary Routes	Hourly Rate
Long-Arm Mowing, Undivided Primary Routes	Hourly Rate
Long-Arm Mowing, Secondary Routes	Hourly Rate

### **EQUIPMENT REQUIREMENTS**

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work. All vehicles used by the Contractor must be performance worthy by visual and operational inspection. The Contractor shall display and telephone number the company name on each piece of equipment.

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 Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this contract.

**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.**

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

### **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 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)*. 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 NCDOT 2018 *Standard Specifications* Section 108-7.

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 (Two-Lane) 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 and hat or helmet which meets the color requirements of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

The work zone sign shall be a portable sign 48" x 48" and stand specifically designed for one another, and should be 5 feet off the ground (refer to NCDOT 2018 Roadway Standard Drawing 1110.01) Signs shall be composite, aluminum or retro-reflective roll-up (Non-reflective Mesh Signs will not be accepted). It should be mounted 3' minimum from travel lane of the right shoulder or in the median in advance of the long arm mowing operation and should be relocated regularly to maintain a work zone of 2-mile maximum length. Care should be taken that this sign is displayed only while long arm mowing work is underway.

In accordance with NCDOT 2018 Standard Specifications 107-21, 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, 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 of the job and the safety of the public, and to protect property on connection with the performance of the work covered by the contract.

There will be no payment for Traffic Control as it will be considered incidental to the bid items of this contract. The contractor shall be responsible for all costs or charges incurred with the erecting and maintenance of the traffic control during the performance of this contract.

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. All signs shall be clean, legible, and in good condition as determined by the Engineer.

In addition, the Contractor shall incur immediate Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** each occurrence for failure to provide operational lighting and signage on all equipment as specified.



**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.

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

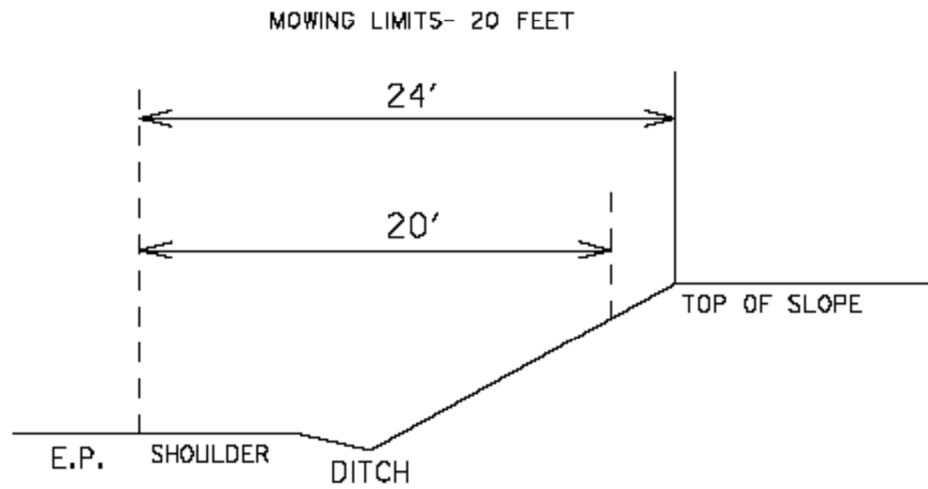
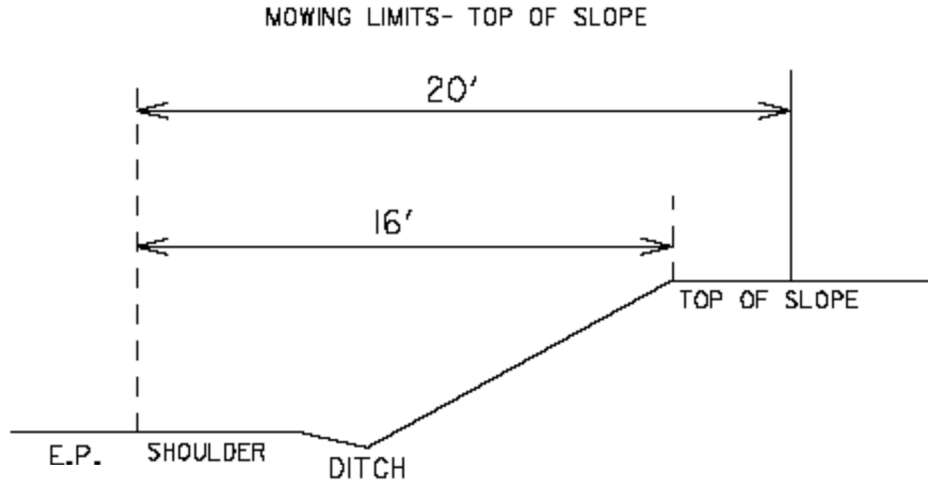
1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required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

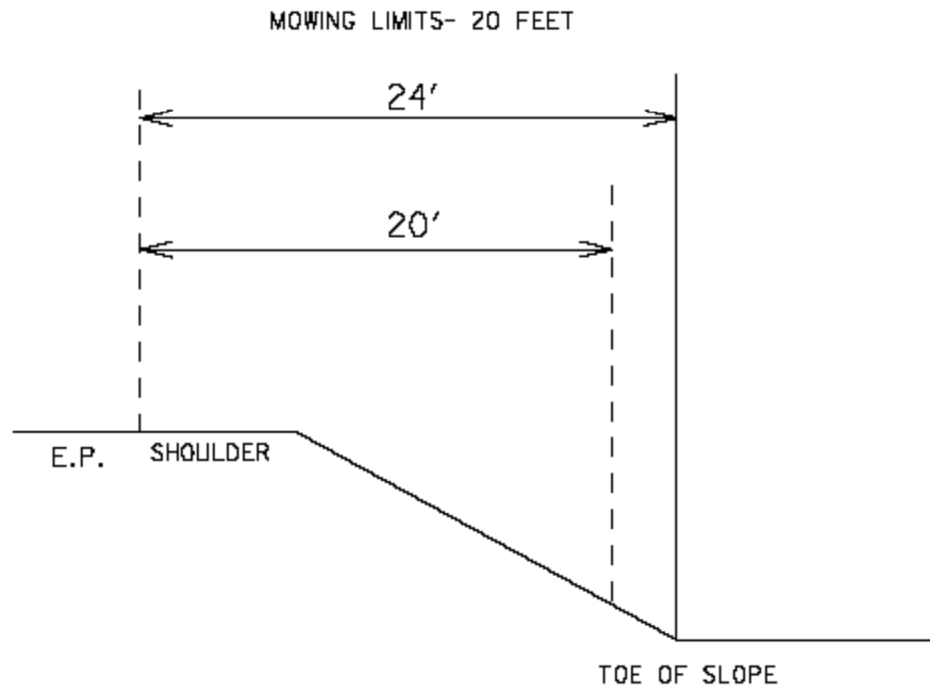
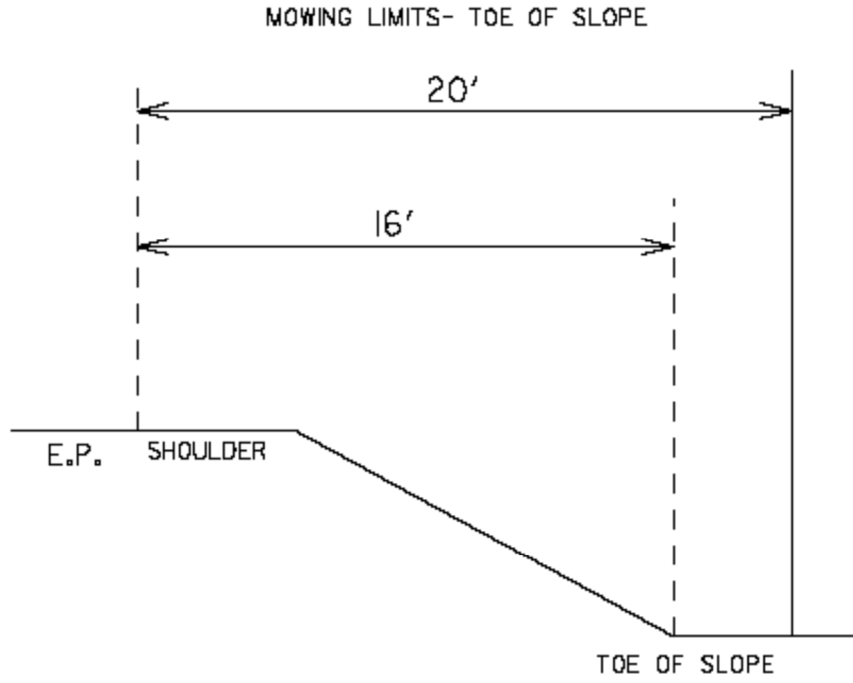
Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

**QUALITY, INSPECTION AND BASIS OF ACCEPTANCE**

It is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. **All Long Arm work shall be completed as outlined in the attached mowing limit diagrams.** All work shall be subject to inspection by the Engineer at any time. The Engineer or a designated representative will make periodic inspections of the completed work. **It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan.**

**MOWING LIMITS**





**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.

### **EROSION CONTROL**

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

### **WORK ZONE SIGNING**

(10-21-08)

RWZ-3

#### **Description**

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

The Contractor shall be responsible for all signs and signing.

### **PLANT AND PEST QUARANTINES**

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

(3-18-03) (Rev. 12-20-16)

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

**Regulated Articles Include**

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

**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.

**DEBARMENT STATEMENT**

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

**DEFAULT OF CONTRACT**

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

**COOPERATION BETWEEN CONTRACTORS**

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

**NO MAJOR CONTRACT ITEMS**

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

**NO SPECIALTY ITEMS**

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

**UTILITY CONFLICTS**

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

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

**DRIVEWAYS AND PRIVATE PROPERTY**

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

**OUTSOURCING OUTSIDE THE USA**

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**TITLE VI AND NONDISCRIMINATION**

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**



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

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

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

(d) **Information and Reports**

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

(e) **Sanctions for Noncompliance:**

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

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

(f) **Incorporation of Provisions**

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:  
 "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.

- 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
  - 1. Applicability  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  - 2. Eligibility  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  - 3. Time Limits and Filing Options  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
 Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
  - 4. Format for Complaints  
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  - 5. Discrimination Complaint Form  
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
  - 6. Complaint Basis  
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

**TABLE 103-1  
COMPLAINT BASIS**

<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	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native,	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.

	group	Native Hawaiian/Pacific Islander, White	(Executive Order 13166)
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. (49 U.S.C. 5332(b); 49 U.S.C. 47123)

### (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.)

## **PREPARATION AND SUBMISSION OF TRADITIONAL PAPER BIDS**

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.**

Paper bids shall be prepared and submitted in accordance with SSRS § 102-8 and the following requirements. Failure to comply with any requirement may cause the bid to be irregular and may be grounds for rejection of the bid. Only the Bid Submittal Package pages and all signed addenda shall be submitted as your proposal. **One (1) signed original and one (1) signed copy of the Bid Submittal Package and all signed addenda; shall be submitted as the Bidder’s proposal.**

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. The Bidder shall provide the information requested on Bid Submittal Page 3 of 15 (use additional pages and/or attachments if needed).
2. All entries on the Contract Bid Form, including signatures shall be written in ink or typed.
3. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price for the various contract items shall be written in figures. **Unit Prices shall be rounded off by the Bidder to contain no more than TWO (2) decimal places.**
4. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
5. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount Bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids 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 by **2:00 pm on June 5, 2023** at the address indicated in the table below:

MAILING ADDRESS FOR DELIVER OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 54-CA-08-12080377 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-CA-08-12080377 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1 South Wilmington Street, Room 334B Raleigh, NC 27601

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

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

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

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

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

**OPENING OF BIDS**

**Bids subject to the conditions made a part hereof will be received until 2:00 pm on June 5, 2023 and then publicly opened for furnishing the services as described herein.**

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

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

**BID SUBMITTAL PACKAGE**

Long Arm Mowing As Needed

NCDOT Highway Division 8

Chatham County

**DATE**

May 16, 2023

**PROPOSAL**

54-CA-08-12080377

**CONTRACTING AGENCY**

State of North Carolina

Department of Transportation

Raleigh, North Carolina

**SMALL BUSINESS ENTERPRISE CONTRACT**

**This entire package (Bid Submittal Pages 1 of 15 through 15 of 15) is to be returned as the contractor's bid and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, June 5, 2023.**

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



**Bid Submittal Page 2 of 15**  
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**CONTRACT BID FORM**

**BID PROPOSAL NO.:** 54-CA-08-12080377  
**WBS ELEMENT NOS.:** VARIOUS  
**COUNTIES:** CHATHAM – DIVISION 8  
**TYPE OF WORK:** LONG ARM MOWING AS NEEDED

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Long-Arm Mowing with Truck Mounted Attenuator, Divided Primary Routes	485	HR	\$	\$
2	SP	Long-Arm Mowing, Undivided Primary Routes	640	HR	\$	\$
3	SP	Long-Arm Mowing, Secondary Routes	729	HR	\$	\$
<b>TOTAL BID FOR PROJECT: \$</b>						

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

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

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

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

**Bid submittal page 3 of 15**

**CONTRACTOR INFORMATION**

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

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

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

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

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

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

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

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

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

**Bid Submittal Page 4 of 15**

**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.

---

Identification Number

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

**Bid Submittal Page 5 of 15**

**LIST OF MB & WB SUBCONTRACTORS**

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

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

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

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

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

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

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

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**Bid Submittal Page 6 of 15**

**CONTRACTOR'S WORK EXPERIENCE AND REFERENCES**

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

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

**Bid Submittal Page 7 of 15**

**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**

**Bid Submittal Page 8 of 15**

**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

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

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

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

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

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

**Bid submittal page 9 of 15**

**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



**Bid Submittal page 10 of 15**

**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

_____ Signature of Witness or Attest	BY	_____ Signature of Contractor
_____ Print or Type Signer's Name		_____ Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND	

(3) \_\_\_\_\_  
Name of Contractor

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

_____ Signature of Witness or Attest	BY	_____ Signature of Contractor
_____ Print or Type Signer's Name		_____ Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>	AND	

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

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

_____ Signature of Witness or Attest	BY	_____ Signature of Contractor
_____ Print or Type Signer's Name		_____ Print or Type Signer's Name
<i>If Corporation, affix Corporate Seal</i>		

**Bid Submittal page 11 of 15**

**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

**Bid submittal page 12 of 15**

**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

**Bid submittal page 13 of 15****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.

**Bid submittal page 14 of 15**  
**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 page 15 of 15**  
**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 one (1) duplicate copy.</b>
		<b>Mark the original as "Original" and the copy as "Copy".</b>

**YOU MUST BE CERTIFIED AS A SMALL BUSINESS ENTERPRISE (SBE) CONTRACTOR TO BID!**

**SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTIONS.**

**End of bid submittal package!**