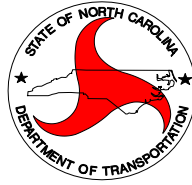


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



REQUEST FOR PROPOSAL

DATE AND TIME OF BID OPENING: SEPTEMBER 1, 2021 AT 2:00 P.M.

BID PROPOSAL NO.: 54-CA-14-12002733

WBS ELEMENT NOS.: VARIOUS

COUNTIES: CHEROKEE, CLAY, GRAHAM, JACKSON, MACON, AND SWAIN – DIVISION 14

LOCATION: VARIOUS PRIMARY AND SECONDARY ROADS

TYPE OF WORK: ON CALL ANNUAL SEEDING AND MULCHING

DATE OF AVAILABILITY: OCTOBER 1, 2021

COMPLETION DATE: SEPTEMBER 30, 2022

SMALL BUSINESS CERTIFICATION MANDATORY

PRE-QUALIFICATION MANDATORY

PROPOSAL**FOR THE CONSTRUCTION OF****BID NO. 54-CA-14-12002733 IN CHEROKEE, CLAY, GRAHAM, JACKSON, MACON, AND SWAIN
COUNTIES – DIVISION 14, NORTH CAROLINA****AUGUST 11, 2021****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-14-12002733**; 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-14-12002733** for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

TABLE OF CONTENTS

PROJECT SPECIAL PROVISIONS - GENERAL	PAGE NO.
General	5
Small Business Enterprise (SBE) Contract	5
Contract Time	6
Term of Contract	6
Intermediate Contract Time Number 1 and Liquidated Damages	6
Intermediate Contract Time Number 2 and Liquidated Damages	7
Intermediate Contract Time Number 3 and Liquidated Damages	7
Non-Exclusive Contract	8
Award of Contract	8
Basis of Award	9
Quantities Estimated	9
Small Business Enterprise (Multi-Year Maintenance Contracts)	9
Performance Guarantee	9
Insurance	9
Progress and Prosecution	9
Traffic Control and Work Zone Safety	10
Flaggers	10
Safety Vests	11
Prompt Payment	11
Payment and Retainage	11

PROJECT SPECIAL PROVISIONS - ROADWAY	PAGE NO.
Description	13
Erosion Control	13
Notification of Work	13
Inspection of Work	13
Stabilization Requirements	13
Seeding and Mulching	14
Repair Seeding	19
Erosion Control Matting	20
Permanent Soil Reinforcement Mat	21
Supplemental Seeding	23
Fertilizer Topdressing	24
Mobilization	24
Safety	24
Supervision by Contractor	24
Equipment	25
Miscellaneous	26

STANDARD SPECIAL PROVISIONS	PAGE NO.
Availability of Funds – Termination of Contracts	27
Authority of the Engineer	27
Minimum Wages	27
On-The-Job Training	28
Work Zone Signing	30
NCDOT General Seed Specification for Seed Quality	30
Plant and Pest Quarantines	32
Bankruptcy	32

Subletting of Contract	32
Responsibility for Damage Claims	32
Debarment Statement	33
Default of Contract	33
No Major Contract Items	33
No Specialty Items	33
Subsurface Information	33
Utility Conflicts	33
Driveways and Private Property	33
Traffic Signs & Mailboxes	33
Posted Weight Limits	34
Cooperation between Contractors	34
Cooperation with State Forces	34
Outsourcing Outside the USA	34
Title VI and Nondiscrimination	34

INSTRUCTIONS TO BIDDERS**PAGE NO.**

Preparation and Submission of Traditional Paper Bids	41
Opening of Bids	42

BID SUBMITTAL PACKAGE**PAGE NO.**

Cover Sheet	1
Contract Bid Form	2
Contractor Information	3
Federal Employer Identification Number	4
List of MBE/WBE Subcontractors	5
List of Equipment	6
Contractor's Work Experience and References	7
Execution of Bid Non-Collusion, Debarment and Gift Ban Certification	8
Bid Submittal Package Checklist	16

PROJECT SPECIAL PROVISIONS - GENERAL

GENERAL

This contract is for miscellaneous erosion control work In Cherokee, Clay, Graham, Jackson, Macon, and Swain Counties in Division 14. The Contractor will also be responsible for matting, repair seeding, fertilization, and traffic control as directed by the Engineer. The Contractor is to provide all equipment, labor and material.

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

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

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

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

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

The date of availability for this contract is **October 1, 2021**. The Contractor may begin work prior to these dates upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

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

The completion date for this contract is **September 30, 2022**. The Contractor shall submit his/her bid for one (1) year.

TERM OF CONTRACT

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

At the sole option and discretion of the contracting agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional periods, one (1) year each, unless a shorter time is mutually agreed upon by the parties, (maximum of three years total). Each line item bid price will be increased for each one (1) year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$5 million.

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

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

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

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

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

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

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

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

The Contractor shall not work within the roadway or associated right of way on **ANY STATE MAINTAINED ROUTE**, detain and /or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND WORK RESTRICTIONS:

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

4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.
If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.
7. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
10. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that work is not required during these periods, unless otherwise directed by the Engineer.

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

NON-EXCLUSIVE CONTRACT

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

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.

BASIS OF AWARD

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

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

QUANTITIES ESTIMATED

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

SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS):

(4-20-21)

SPI G74

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

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.

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.

PROGRESS AND PROSECUTION

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

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

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

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

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

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

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

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

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

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

FLAGGERS

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and Roadway Standard Drawing 1150.01, at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved

training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <https://connect.ncdot.gov/projects/WZTC/Pages/default.aspx>.

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

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

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

SAFETY VESTS

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

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

PROMPT PAYMENT

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

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

PAYMENT AND RETAINAGE

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

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

All invoices shall be original and submitted to the Division Roadside Environmental Engineer for approval.

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

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

All requests for payment shall be submitted to:

**Mr. Keith Blazer
Division Roadside Environmental Engineer
N.C. Department of Transportation
253 Webster Road
Sylva, NC 28779**

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.

PROJECT SPECIAL PROVISIONS - ROADWAY

DESCRIPTION

This contract is for miscellaneous erosion control work in Cherokee, Clay, Graham, Jackson, and Macon, and Swain Counties in Division 14. The Contractor will also be responsible for matting, repair seeding, fertilization, and traffic control as directed by the Engineer. The Contractor is to provide all equipment, labor and material.

EROSION CONTROL

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

NOTIFICATION OF WORK

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

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

INSPECTION OF WORK

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

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

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

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

STABILIZATION REQUIREMENTS

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

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

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

SEEDING AND MULCHING

DESCRIPTION

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

MATERIALS

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

- FertilizerArticle 1060-2
- LimestoneArticle 1060-3
- SeedArticle 1060-4
- Mulch for erosion controlArticle 1060-5

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

All Roadway Areas

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

Waste and Borrow Locations

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

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

Approved Tall Fescue Cultivars

06 Dust	Coyote	Grande 3	Padre	Shenandoah Elite
2 nd Millennium	Darlington	Greenbrooks	Patagonia	Sidewinder
3 rd Millennium	Davinci	Greenkeeper	Pedigree	Skyline
Apache III	Desire	Gremlin	Picasso	Solara
Avenger	Dominion	Greystone	Piedmont	Southern Choice II
Barlexas	Dynamic	Guardian 21	Plantation	Speedway
Barlexas II	Dynasty	Guardian 41	Proseeds 5301	Spyder LS

Bar Fa	Endeavor	Hemi	Prospect	Sunset Gold
Barrera	Escalade	Honky Tonk	Pure Gold	Taccoa
Barrington	Essential	Hot Rod	Quest	Tanzania
Barrobusto	Evergreen 2	Hunter	Raptor II	Trio
Barvado	Falcon IV	Inferno	Rebel Exeda	Tahoe II
Biltmore	Falcon NG	Innovator	Rebel Sentry	Talladega
Bingo	Falcon V	Integrity	Rebel IV	Tarheel
Bizem	Faith	Jaguar 3	Regiment II	Terrano
Blackwatch	Fat Cat	Jamboree	Regenerate	Titan ltd
Blade Runner II	Festnova	Justice	Rendition	Titanium LS
Bonsai	Fidelity	Kalahari	Rhambler 2 SRP	Tracer
Braveheart	Finelawn Elite	Kitty Hawk 2000	Rembrandt	Traverse SRP
Bravo	Finelawn Xpress	Legitimate	Reunion	Tulsa Time
Bullseye	Finesse II	Lexington	Riverside	Turbo
Cannavaro	Firebird	LSD	RNP	Turbo RZ
Catalyst	Firecracker LS	Magellan	Rocket	Tuxedo RZ
Cayenne	Firenza	Matador	Scorpion	Ultimate
Cessane Rz	Five Point	Millennium SRP	Serengeti	Venture
Chipper	Focus	Monet	Shelby	Umbrella
Cochise IV	Forte	Mustang 4	Sheridan	Van Gogh
Constitution	Garrison	Ninja 2	Signia	Watchdog
Corgi	Gazelle II	Ol' Glory	Silver Hawk	Wolfpack II
Corona	Gold Medallion	Olympic Gold	Sliverstar	Xtremegreen

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

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

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

TEMPORARY SEEDING

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

COORDINATION WITH GRADING OPERATIONS

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

SEEDBED PREPARATION

The Contractor shall cut and satisfactorily dispose of weeds or other unacceptable growth on the areas to be seeded. Uneven and rough areas outside of the graded section, such as crop rows, farm contours, ditches and ditch spoil banks, fence line and hedgerow soil accumulations, and other minor irregularities which cannot be obliterated by normal seedbed preparation operations, shall be shaped and smoothed as directed by the Engineer to provide for more effective seeding and for ease of subsequent mowing operations. The soil shall then be scarified or otherwise

loosened to a depth of not less than 5 inches except as otherwise provided below or otherwise directed by the Engineer. Clods shall be broken and the top 2 to 3 inches of soil shall be worked into an acceptable seedbed by the use of soil pulverizers, drags, or harrows; or by other methods approved by the Engineer. All rock and debris 3 inches or larger shall be removed on median, shoulder, and ditch cut or fill slopes which are 3:1 or flatter, prior to the application of seed and fertilizer. On cut slopes that are 2:1 and steeper, both the depth of preparation and the degree of smoothness of the seedbed may be reduced as permitted by the Engineer, but in all cases the slope surface shall be scarified, grooved, trenched, or punctured so as to provide pockets, ridges, or trenches in which the seeding materials can lodge.

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

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

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

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

APPLYING AND COVERING LIMESTONE, FERTILIZER, AND SEED

(A) General:

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

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

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

(B) Limestone and Fertilizer:

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

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

(C) Seed:

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

of covering, the seeding requiring the lighter covering may be sown broadcast or with a special attachment to the drill, or drilled lightly following the initial drilling operation.

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

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

(D) Modifications:

When adverse seeding conditions are encountered due to steepness of slope, height of slope, or soil conditions, the Engineer may direct or permit that modifications be made in the above requirements which pertain to incorporating limestone into the seedbed; covering limestone, seed, and fertilizer; and compaction of the seedbed. Such modifications may include but not be limited to the following:

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

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

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

MULCHING

(A) General:

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

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

The Contractor shall take necessary precautions to avoid using grain straw contaminated with fire ants, witchweed or other noxious pests. Grain straw supplied from a quarantined county should be inspected and certified by the Department of Agriculture that it is free of noxious pests. To obtain a list of quarantined counties please review the web address <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm>.

(B) Applying Mulch:

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

(C) Holding Mulch:

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

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

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

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

METHOD OF MEASUREMENT**(A) Seeding and Mulching:**

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

BASIS OF PAYMENT**(A) Seeding and Mulching:**

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

(C) Limestone and Fertilizer:

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

(D) Compensation:

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

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

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

(E) Pay Items:

Payment will be made under:

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

REPAIR SEEDING

DESCRIPTION

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

MATERIALS

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

- FertilizerArticle 1060-2
- SeedArticle 1060-4
- Mulch for erosion controlArticle 1060-5

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

SEEDBED PREPARATION

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

APPLICATION OF FERTILIZER, SEED AND MULCH

The analysis of fertilizer, the kinds of seed, and the rates of application of seed and fertilizer shall be the same as specified in the project special provision for seeding and mulching, unless otherwise directed by the Engineer, but

in no case will the total rate of seed and fertilizer vary more or less than 25 percent of that specified for seeding and mulching.

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

METHOD OF MEASUREMENT

(A) Seed:

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

(B) Fertilizer:

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

BASIS OF PAYMENT

(E) Pay Items:

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Repair Seeding	Acre (AC)

EROSION CONTROL MATTING

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

DESCRIPTION

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

MATERIALS

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

Matting for Erosion ControlArticle 1060-8

CONSTRUCTION METHODS

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

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

(D) Placing Matting: Placing of matting shall be done immediately following seeding. The earth surface shall be smooth and free from stones, clods, or debris which will prevent the contact of the matting with the soil. Care shall be taken to preserve the required line, grade, and cross section of the area covered. Matting shall be unrolled in the direction of the flow of water, and shall be applied without stretching so that it will lie smoothly but loosely on the soil surface. The up-channel or top of slope end of each piece of matting shall be buried in a narrow trench at least 5 inches deep and tamped firmly. After the end of the matting is buried, the trench shall be closed and tamped firmly. Where one roll of matting ends and a second-roll begins, the end of the upper roll shall be brought over the buried end of the second roll so that there will be a 6 inch overlap. Check slots shall be constructed at each 50 feet longitudinally in the matting or as directed by the Engineer. These slots shall be narrow trenches at least 12 inches deep. The matting shall be folded over and buried to the full depth of the trench, after which the trench shall be closed and firmly tamped. Where 2 or more widths of matting are laid side by side, the overlap shall be at least 4 inches. Staples shall be placed across matting at ends, junctions, check slots and shall be spaced approximately 10 inches apart. Staples shall be placed along the outer edges and down the center of each strip of matting and shall be spaced 3 feet apart. Staples shall also be placed along all lapped edges 2 to 3 inches apart. When excelsior or straw matting is used, the matting shall be installed with the fabric on the top side. In the installation of erosion control matting on cut or fill slopes the Engineer may require adjustments in the trenching or stapling requirements to fit individual slope conditions.

METHOD OF MEASUREMENT

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

BASIS OF PAYMENT

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

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

PERMANENT SOIL REINFORCEMENT MAT

DESCRIPTION

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

MATERIALS

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

<u>Property</u>	<u>Test Method</u>	<u>Value</u>	<u>Unit</u>
Light Penetration	ASTM D6567	9	%
Thickness	ASTM D6525	0.40	in
Mass Per Unit Area	ASTM D6566	0.55	lb/sy
Tensile Strength	ASTM D6818	385	lb/ft
Elongation (Maximum)	ASTM D6818	49	%
Resiliency	ASTM D1777	>70	%
UV Stability *	ASTM D4355	>80	%
Porosity (Permanent Net)	ECTC Guidelines	>85	%
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	>8.0	lb/ft ²
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	>16.0	ft/s

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

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

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

CONSTRUCTION METHODS

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

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

MEASUREMENT AND PAYMENT

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

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

SUPPLEMENTAL SEEDING

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

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

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

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

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

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

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

March 1 – August 31

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

September 1 – February 28

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

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

January 1 – December 31

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

Liming, Fertilizing, and Seeding:

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

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Supplemental Seeding	Acre (AC)

FERTILIZER TOPDRESSING

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

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

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

Payment will be made under:

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

MOBILIZATION

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

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

Payment will be made under:

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

SAFETY

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

SUPERVISION BY CONTRACTOR

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

subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

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

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

EQUIPMENT

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

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

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

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

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.

MISCELLANEOUS

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

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

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

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

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

AUTHORITY OF THE ENGINEER

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

The Engineer will decide all August 11, 2021s which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all August 11, 2021s which may arise as to the interpretation of the contract; and all August 11, 2021s as to the acceptable fulfillment of the contract on the part of the contractor. He shall have the authority to alter priorities in order to address special needs of the Department. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is

oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor’s needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

WORK ZONE SIGNING

(10-21-08)

RWZ-3

Description

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

The Contractor shall be responsible for all signs and signing.

NCDOT GENERAL SEED SPECIFICATION FOR SEED QUALITY

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

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

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

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

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

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

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed

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

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

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

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

Sericea Lespedeza
Oats (seeds)

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

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

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

Common or Sweet Sundangrass

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

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

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

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

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

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

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

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

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

BANKRUPTCY

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

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.

RESPONSIBILITY FOR DAMAGE CLAIMS

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

DEBARMENT STATEMENT

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

DEFAULT OF CONTRACT

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

NO MAJOR CONTRACT ITEMS

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

NO SPECIALTY ITEMS

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

SUBSURFACE INFORMATION

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

UTILITY CONFLICTS

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

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

TRAFFIC SIGNS & MAILBOXES

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

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

DRIVEWAYS AND PRIVATE PROPERTY

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

POSTED WEIGHT LIMITS

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

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.

COOPERATION WITH STATE FORCES

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

OUTSOURCING OUTSIDE THE USA

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

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

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

TITLE VI AND NONDISCRIMINATION

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) **Information and Reports**

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

(e) **Sanctions for Noncompliance:**

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

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

(f) **Incorporation of Provisions**

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. Eligibility
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. Time Limits and Filing Options
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
 Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 4. Format for Complaints
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. Discrimination Complaint Form

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

6. Complaint Basis

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

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

(3) Pertinent Nondiscrimination Authorities

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

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

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

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

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

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 two (2) signed copies 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 16 through 16 of 16) furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected.
2. All entries 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 (2) TWO decimal places.**
4. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
5. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount Bid for each item.
6. Changes in 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 September 1, 2021 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-14-12002733 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-CA-14-12002733 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 September 1, 2021 and then publicly opened for furnishing the services as described herein.

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

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

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

BID SUBMITTAL PACKAGE

On Call Annual Needs for Seeding & Mulching
NCDOT Highway Division 14
Cherokee, Clay, Graham, Jackson, Macon, and Swain Counties

DATE

August 11, 2021

PROPOSAL

54-CA-14-12002733

CONTRACTING AGENCY

State of North Carolina
Department of Transportation
Raleigh, North Carolina

Bidder: _____
Company Name

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

BID PROPOSAL NO.: 54-CA-14-12002733

WBS ELEMENT NOS.: VARIOUS

COUNTIES: CHEROKEE, CLAY, GRAHAM, JACKSON, MACON, AND SWAIN
- DIVISION 14

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

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

TOTAL BID FOR PROJECT: \$ _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

Reviewed by _____ (date)

Accepted by NCDOT _____ (date)
Procurement Specialist III

CONTRACTOR INFORMATION

Company Name _____

Contractor License Number: _____

Address: _____

Phone: _____

Email: _____

Name of individual authorized to answer August 11, 2021s concerning the information contained herein:

Name: _____

Telephone Number(s): _____

Email Address: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER

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

Pursuant to N.C.G.S. § 132-1.10(b) this identification number shall not be released to the public. This page is segregated for ease of redaction pursuant to a valid public records request.

Identification Number

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

LIST OF MB & WB SUBCONTRACTORS

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

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

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

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

MBE Percentage of Total Contract Bid Price _____ %

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

WBE Percentage of Total Contract Bid Price _____ %

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

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

LIST OF EQUIPMENT

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

NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY

CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to seeding and mulching. The references are one factor that will be used by the Engineer to determine whether a bidder is “responsible” and capable or able to perform the work necessary under the contract. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.

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

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

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

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
(Select appropriate title) (Select appropriate title)

_____ Print or type Signer's name _____ Print or type Signer's name

CORPORATE SEAL

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Partnership

Address as Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

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

Print or Type Signer's Name

Print or Type Signer's Name

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

BY

Signature of Witness or Attest _____ Signature of Contractor _____

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

If Corporation, affix Corporate Seal AND

(3) _____
Name of Contractor

Address as Prequalified

BY

Signature of Witness or Attest _____ Signature of Contractor _____

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

If Corporation, affix Corporate Seal AND

(4) _____
Name of Contractor

Address as Prequalified

BY

Signature of Witness or Attest _____ Signature of Contractor _____

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

If Corporation, affix Corporate Seal

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Bidder

_____ Individual Name

Trading and Doing Business As

_____ Full name of Firm

_____ Address as Prequalified

Signature of Witness

Signature of Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Bidder

Print or Type Name

Address as Prequalified

Signature of Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

BID SUBMITTAL PACKAGE CHECKLIST

This checklist has been provided for your benefit to assist you in completing your Bid Submittal Package to help ensure that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contract Bid Form.
	3	Contractor’s Information.
	4	Federal Employer Identification Number.
	5	List of MBE/WBE Subcontractors.
	6	List of Equipment.
	7	Contractor’s Work Experience and References, with a minimum of three (3) references included.
	8-15	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	16	Bid Submittal Package Checklist
		Addenda, if applicable.
		Submit original and two (2) duplicate copies.
		Mark the original as “Original” and the copies as “Copy”.

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

End of bid submittal package!