

# DEPARTMENT OF TRANSPORTATION



DIVISION 9

## CONTRACT PROPOSAL (NON-EXCLUSIVE CONTRACT)

CONTRACT NUMBER: 2011-RDE ENV VEG MGT-11

ROUTE: VARIOUS ROADS EACH DISTRICT: ROWAN, DAVIDSON (DISTRICT 1)  
FORSYTH, STOKES, DAVIE (DISTRICT 2)

DESCRIPTION: "ROADSIDE VEGETATION MANAGEMENT" CONSISTING OF COMPOST SEEDING, BARK MULCH, SOD SEEDING, SEEDING & MULCHING, LANDSCAPE GRADING, SELECTIVE PRUNING AND CUTTING, SKILLED LANDSCAPE WORKERS, COMMERCIAL MOWING & TRIMMING AROUND PLANT BEDS IN THE RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN ROWAN, DAVIDSON, FORSYTH, STOKES & DAVIE COUNTIES

NOTICE: ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE NC LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

BID OPENING: BID OPENING @ 10:00 AM ON OCTOBER 20, 2011 (DIVISION OFFICE)  
375 SILAS CREEK PARKWAY  
WINSTON-SALEM, NC 27127

NAME OF BIDDER \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

RETURN BIDS TO: Division 9 – NC DOT  
C/O J. Brett Abernathy, PE, PLS  
375 Silas Creek Parkway  
Winston-Salem, NC 27127

\* If you have any questions concerning this contract, Contact Mr. Todd Hiatt @ (336) 896-7039.

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## INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts 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 WHITE OUT.**
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. 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.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 375 Silas Creek Parkway, Winston-Salem, NC 27127 BY 10:00 AM ON October 20, 2011.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATIONS FOR "ROADSIDE VEGETATION MANAGEMENT" CONSISTING OF COMPOST SEEDING, BARK MULCH, SOD SEEDING, SEEDING & MULCHING, LANDSCAPE GRADING, SELECTIVE PRUNING AND CUTTING, SKILLED LANDSCAPE WORKERS, COMMERCIAL MOWING & TRIMMING AROUND PLANT BEDS IN THE RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN ROWAN, DAVIDSON, FORSYTH, STOKES & DAVIE COUNTIES WILL BE OPENED AT 10:00 A.M. ON October 20, 2011.**

14. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**J. Brett Abernathy, P.E., PLS  
Division Project Manager  
North Carolina Department of Transportation  
375 Silas Creek Parkway  
Winston-Salem, N. C. 27127**

### AWARD OF NON-EXCLUSIVE CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder(s) in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2006. The lowest responsible bidders will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

# Standard Provisions

## GENERAL

This contract is for “ROADSIDE VEGETATION MANAGEMENT” CONSISTING OF COMPOST SEEDING, BARK MULCH, SOD SEEDING, SEEDING & MULCHING, LANDSCAPE GRADING, SELECTIVE PRUNING AND CUTTING, SKILLED LANDSCAPE WORKERS, COMMERCIAL MOWING & TRIMMING AROUND PLANT BEDS IN THE RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN ROWAN, DAVIDSON, FORSYTH, STOKES & DAVIE COUNTIES.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures July 2006, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

**The following is the link to the current edition of the NCDOT “Standard Specifications for Roads and Structures” and “Roadway Standard Drawings.”**

[http://ncdot.org/doh/preconstruct/ps/specifications/specifications\\_provisions.html](http://ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html)

[http://ncdot.org/doh/preconstruct/ps/std\\_draw/06english/default.html](http://ncdot.org/doh/preconstruct/ps/std_draw/06english/default.html)

## AWARD OF CONTRACT (TERMS)

The State reserves the right to make **partial, progressive or multiple awards** for the same service and in the best interest of the state.

The award of the contract, **if** it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that his/her bid has been awarded. The NC DOT reserves the right to reject all bids. The maximum amount for this contract shall not exceed \$1,200,000.00 in accordance with GS 136-28.1 (b) for each DISTRICT.

**\*\* The contractor shall note that all quantities INCLUDED IN THE BID SHEET are used "ONLY" for figuring the lowest responsible bidder(s). The quantities may vary based on the amount of work needed and availability of funding during the year and as directed by the Engineer.**

## **CONTRACT TIME**

The date of availability is the date of execution of the purchase order and the completion date is October 1, 2012.

**At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a (Maximum of three (3) years total). The Engineer will notify the contractor in writing before completion of the current contract if the contract is to be extended.** The Contractor shall reply in writing of his/her agreement to extend the contract agreement after receiving notice from the Engineer. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

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

## **CONTRACT BID QUANTITIES**

This is a yearly needs contract. The quantity shown on the bid sheet is an estimate of the bid items that "ROADSIDE VEGETATION MANAGEMENT" will be needed by the department throughout the year. The actual bid items of service required may be more or less than the amount shown on the bid sheet.

## **LIABILITY INSURANCE**

(11-18-08)

SP1 G80

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

### **Workers' Compensation Insurance**

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the North Carolina Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the North Carolina Department of Transportation for any damages to the roadway; highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors/subcontractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured contractor/subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

**The successful bidder shall provide Proof of insurance within (14) days after request from NCDOT prior to issuance of a purchase order and beginning work.**

### **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

SPI G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make or to give favors to any State employee of the Governor's Cabinet (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This probation covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C. G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

### **SUBLETTING OF CONTRACT**

The contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his rights, title, or interest therein; without **written consent or prior approval of the Engineer**. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

### **MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE NUMBER 11246)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must

be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**  
Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**  
Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**  
Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**  
Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**  
Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**  
Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**  
Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**  
Buncombe County  
Madison County

**Area 030 6.3%**  
Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County

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**SMSA Areas**

**Area 5720 26.6%**  
Currituck County

**Area 9200 20.7%**  
Brunswick County

**Area 6640 22.8%**  
Durham County  
Orange County  
Wake County

**Area 3120 16.4%**  
Davidson County  
Forsyth County  
Guilford County  
Randolph County

New Hanover County

Area 1300 16.2%

Stokes County

Alamance County

Yadkin County

Area 2560 24.2%

Cumberland County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

**REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 Electronic Version - March 10, 1994

Z-8

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Project
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for lobbying

**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendent and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;
  - Section V, paragraphs 1 and 2a through 2g.
- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:  
 "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - h. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
  - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
    1. The number of minority and non-minority group members and women employed in each work classification on the project;
    2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**
  - a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland

Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
4. **Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**
- a. Apprentices:
1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
  4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
  2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage

and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.
6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. **Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure

to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES AND LABOR THIS SECTION DELETED JUNE 4, 2007.**

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be 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.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any

facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

#### **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

##### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However,

- failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
  - d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  - e. 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 clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
  - g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
  - i. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

- (Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)
- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
  - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
  - c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
  - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
  - h. 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 clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction 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 to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

### **ON-THE-JOB TRAINING:**

(10-16-07) (Rev 7-21-09)

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. A sample agreement is available at [www.ncdot.org/business/ocs/ojt/](http://www.ncdot.org/business/ocs/ojt/).

### **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.

**GENERAL DECISION NC20100011 03/12/2010 NC11**

Z-12

Date: March 12, 2010

General Decision Number NC20100011 03/12/2010

Superseded General Decision No. NC20080011

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alamance	Durham	Orange
Alexander	Forsyth	Randolph
Buncombe	Franklin	Rowan
Burke	Gaston	Stokes
Cabarrus	Guilford	Union
Catawba	Lincoln	Wake
Cumberland	Mecklenburg	Yadkin
Davidson	New Hanover	
Davie	Onslow	

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and, bascule, suspension and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number      Publication Date  
 0                                      03/12/2010

SUNC1990-014 02/12/1990

	Rates	Fringes
CARPENTER	7.63	

CONCRETE FINISHER	7.52
ELECTRICIAN	10.26
IRONWORKERS (reinforcing)	9.76
LABORER	
General	7.25
Asphalt Lay Down Person	7.25
Asphalt Raker	7.25
Form Setter (road)	8.57
Mason (brick, block, stone)	7.44
Pipe Layer	7.25
Power Tool Operator	8.28
POWER EQUIPMENT OPERATORS	
Asphalt Distributor	7.25
Asphalt Paver	7.47
Bulldozer	7.33
Bulldozer (utility)	7.25
Concrete Curb Machine	7.25
Concrete Finishing Machine	7.85
Concrete Paver	7.25
Crane, Backhoe, Shovel & Dragline (over 1 yd)	8.16
Crane, Backhoe, Shovel & Dragline(1 yd and under)	7.25
Drill Operator	7.34
Grade Checker	7.25
Gradeall	8.38
Grease Person	7.25
Loader	7.25
Mechanic	8.47
Motor Grader (Fine Grade)	8.04
Motor Grader(Rough Grade)	7.68
Oiler	7.25
Roller (Finisher)	7.25
Roller (Rough)	7.25
Scraper	7.25
Screed Asphalt	7.25
Stone Spreader	7.25
Stripping Machine Operator	7.25
Subgrade Machine	7.25
Sweeper	7.25
Tractor (Utility)	7.25
TRUCK DRIVERS	
Trucks – Single Rear Axle	7.25
Trucks – Multi Rear Axle	7.25
Trucks – Heavy Duty	9.47

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:**

(1-20-09)

SP1G59

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

**DISADVANTAGED BUSINESS ENTERPRISE (POC AND MUNICIPALITIES):**

(10-16-07)(Rev 7-19-11)

SP1G62

**Policy**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

**Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

**Definitions**

*Commitment* - The approved DBE participation submitted by the prime contractor during the bidding process.

*Committed DBE* - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

*Department* - North Carolina Department of Transportation

*Municipality* - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean municipality, if applicable.

*Disadvantaged Business Enterprise (DBE)* – A firm certified as a Disadvantage Business Enterprise through the North Carolina Unified Certification Program.

*Goal* - The DBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

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

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

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

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

*USDOT* - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

### **Contract Goal**

The following goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **0 %**

- (A) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.

- (B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

### **Contract Requirement**

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

### **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://partner.ncdot.gov/VendorDirectory/default.html> in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

### **Listing of DBE Subcontractors in Contract**

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If the bidder has no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

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

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the **(Officer/Engineer)** no later than **(Time of Day)** of the **(No. of Days)** calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

### **Counting DBE Participation Toward Meeting DBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C)
  - (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department (Insert Municipality Name and delete Department, if applicable) will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
  - (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.

- (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
  - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the DBE and Contractor will not count towards the contract requirement.
  - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (D) A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E) A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
  - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are

not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Good Faith Effort for Projects with Goals More Than Zero**

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the Department (Officer/Engineer) documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department (Insert Municipality Name and delete Department, if applicable) considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department (Insert Municipality Name and delete Department, if applicable) to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the Director of Business and Opportunity Workforce Development (Insert Municipality Name and delete Department title, if applicable) to give notification of the bidder's inability to get DBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.

- (F) Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

If the Department (Insert Municipality Name and delete Department, if applicable) does not award the contract to the apparent lowest responsive bidder, the Department (Insert Municipality Name and delete Department, if applicable) reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department (Insert Municipality Name and delete Department, if applicable) that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **DBE Replacement**

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Engineer's (Insert Title and delete Engineer, if applicable) approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

**(A) Performance Related Replacement**

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

- (1) When a committed DBE is decertified by the Department (Insert Municipality Name and delete Department, if applicable) after a Request for Subcontract has been received by the Department (Insert Municipality Name and delete Department, if applicable), the Department (Insert Municipality Name and delete Department, if applicable) will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed DBE is decertified prior to the Department (Insert Municipality Name and delete Department, if applicable) receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

## **Changes in the Work**

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

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

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

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

## **Reports**

A Subcontract Approval Form shall be submitted for all work which is to be performed by a DBE subcontractor, both committed and non-committed subcontractors. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 (Enter No. of Days) calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

## **Reporting Disadvantaged Business Enterprise Participation**

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

- (1) Withholding of money due in the next partial pay estimate; or

(2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list. (Municipality may add to, change or delete this section.)

(B) The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).

(C) Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

Because Federal Funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Because Federal Funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any Federal or State project until the required information is submitted.

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

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

### **JOB SITE POSTERS AND CONSTRUCTION FORMS:**

(9-1-09)

PSP

Required US Department of Labor posters are available on the USDOL website at <http://www.dol.gov/osbp/sbrefa/poster/matrix.htm>.

FHWA posters are available at <http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm>. The revision dates shown in this listing were current as of 11/27/2007.

OFCCP 1420 Revised 2008	Equal Opportunity is the Law	Required by Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; 38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Chapter 60-1.42; 41 CFR 60-250.4(k); 41 CFR 60-74 1.5(a); and FHWA-1273, §II(3)(d). Available at USDOL website in English, Spanish, and Chinese by telephone at 1-888-9-SBREFA, or by email at
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		<a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a> .
	Contractor's EEO policy statement	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
	Letter appointing contractor's EEO officer for project	Required by 41 CFR 60-741.44 through FHWA-1273, §II(1)(b).
FHWA-1022 Revised 9/1994	Notice - Federal Aid Projects	False statements notice Required by 18 CFR 1020 and 23 CFR 635.119 Available on FHWA website.
FHWA-1495 Revised 1981	Wage Rate Information	May be substituted for WH-1321 per FHWA-1273, §IV(1)(a). Available on FHWA website.
WH-1321 Revised 1/1986	Notice to Employees	Davis-Bacon wage rate poster Required by 29 CFR 5.5(a)(1) and FHWA-1273, §IV(1)(a)  Enforcement by STA and/or USDOL. Available at USDOL website, by telephone at 1-888-9-SBREFEA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a> .
	Actual wage rates	Required by both FHWA-1495 and WH-1321.

OSHA-3165 Revised 2006	Job Safety & Health Protection	Required by 29 USC 657(c), 29 CFR 1903.2 through FHWA-1273, §VIII(1). Enforcement through OSHA. Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFEA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a> .
	Emergency phone numbers	Required by 29 CFR 1926.50(f) through FHWA-1273, §VIII(1) except on areas with 911 for emergencies
WH-1088 Revised 6/2007	Your Rights - Federal Minimum Wage	Needed on projects where Davis-Bacon rates do not apply per 29 USC 211, 29 CFR 516.4 posting of notices.  Enforcement by USDOL.  Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFEA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a>
WH-1284 Revised 7/2007	Notice to Workers with Disabilities Paid at Special Minimum Wages	Required by 29 CFR 525.14  Enforcement by USDOL.  Available at USDOL website in English and Spanish, by telephone at 1-888-9-

		SBREFA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a>
WH-1420 Revised 8/2001	Your Rights under the Family and Medical Leave Act of 1993	Required by 29 CFR 825.300 and 825.400 for employers of more than 50 people. Enforcement by USDOL.  Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a>
WH-1462 Revised 6/2003	Notice: Employee Polygraph Protection Act	Required by @9 CFR 801.6. Enforcement by USDOL.  Available at USDOL website in English and Spanish, by telephone at 1-888-9-SBREFA, or by email at <a href="mailto:Contact-OSBP@dol.gov">Contact-OSBP@dol.gov</a>
	Water quality related information (Example: NPDES Notice of Intent)	Project specific. Need to check with the agency administering the NPDES program in the project area for posting requirements. Enforcement by that agency

**REQUIRED CONSTRUCTION FORMS:**

(9-1-09)

PSP

FORM NUMBER	COMMON NAME / FORM TITLE	AVAILABILITY
DOL SF -308	Request for Wage Determination and Response to Request (Formerly FHWA- 1140 – Additional Classification and Wage Report)	PDF file available at <a href="http://www.dol.gov/dol/esa/public/programs/dbra/faqs/page46.html">http://www.dol.gov/dol/esa/public/programs/dbra/faqs/page46.html</a>
WH- 347	Payroll Submission Form for Davis – Bacon	DOL Website: <a href="http://www.dol.gov/dol/esa/public/programs/dbra/forms.html">http://www.dol.gov/dol/esa/public/programs/dbra/forms.html</a> This form may be used by contractors to submit certified weekly payrolls.
FHWA – 1494	Semi – annual Labor Compliance Enforcement Report	Required by US DOL 29 CFR 5.7 (b); Available from FHWA Division Offices through Informs.

**PROGRESS SCHEDULE:**

(12-18-07)

SP1 G70

Revise the 2006 *Specifications* as follows:

**Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:**

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will affect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.
- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts
- Bridges (including removal)
- Signals, ITS, and lighting
- Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

- Start of construction
- Intermediate completion dates or times
- Seasonal limitation/observation periods/moratoriums
- Traffic shifts
- Beginning and end of each traffic control phase or work area
- Road openings
- Completion date

### **CERTIFICATION FOR FEDERAL-AID CONTRACTS:**

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

### **U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:**

(11-22-94)

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free *hotline* Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the *hotline* to report such activities.

The *hotline* is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **SUBMISSION OF RECORDS - FEDERAL-AID PROJECTS:**

(7-17-07)

SP1 G103

The Contractor's attention is directed to the Standard Special Provision entitled *Required Contract Provisions-Federal-Aid Construction Contracts* contained elsewhere in this proposal.

This project is located on a roadway classified as a local road or rural minor collector, therefore the requirements of Paragraph IV - Payment of Predetermined Minimum Wage and Paragraph V - Statements and Payrolls are exempt from this contract.

### **AWARD OF CONTRACT**

(6-28-77)

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".

### **BID LIMITATIONS**

(9-1-09)

PSP

In accordance with GS 136-28.1 (b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

## 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 Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

### CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpiiai.txt>

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

Year	J	F	M	A	M	J	J	A	S	O	N	D
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.5				

CPI for current period	225.7
Less CPI for previous period	<u>217.9</u>
Equals index point change	7.8
Divided by previous period CPI	217.9
Equals	0.0358
<u>Result multiplied by 100</u>	<u>0.0358 x 100</u>
Equals percentage change	3.58

All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

### **PROSECUTION AND PROGRESS**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications. The Contractor's operations are restricted to daylight hours. No work may be performed on State holidays, or as determined by the Engineer. Weekend work must be approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 9, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and order as the Contractor fails to carry out promptly.

### **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 subcontractor, 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. 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

## **COOPERATION WITH STATE FORCES**

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract.

When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces.

The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces or which has been completed by State Forces.

## **COMPENSATION**

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

## **LEGAL RESPONSIBILITIES**

The contractor/subcontractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expensed (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor/subcontractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor/subcontractor's liability shall not be limited by any provisions or limits of insurance set forth in the contract.

The contractor/subcontractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor/subcontractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor/subcontractor under this paragraph shall not extend to any liability caused by negligence of the Department of Transportation or its employees. The contractor/subcontractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor/subcontractor further agrees to indemnify the Department of Transportation for any damages to the roadway; highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor/subcontractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor/subcontractor's employees under the **Worker's Compensation Act**.

**Pursuant to N.C.G.S. 97-19, all contractor/subcontractors of the Department of Transportation are required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured contractor/subcontractor's stating that it has complied with N.C.G.S. 97-93 irrespective of**

whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an occupational disease or injury-by-accident arising out of and in the course and scope of performance of the work insured by the contractor or subcontractor.

### **LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

(12-19-06)(Rev 3-16-10)

SP1 G151

Revise the *2006 Standard Specifications* as follows:

**Page 1-60, 107-2 Assignment of Claims Void**, replace the reference from *G.S. 143-3.3* to ***G.S. 143B-426.40A***.

**Pages 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence**, replace the word *legally* with the word ***contractually***.

### **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.

### **EROSION CONTROL**

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Division 16 of the Standard Specifications, and in locations directed by the Engineer or his representative.

### **UTILITY CONFLICTS**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. 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 ensure the safety of construction personnel and the public.

No additional payment will be allowed for working around or protecting utilities.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

### **SAFETY VESTS**

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

### **TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic control 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 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.

The Contractor agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during

construction and any subsequent maintenance. This shall be performed in conformance with the latest **NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures** and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the **Manual on Uniform Traffic Control Devices for Streets and Highways** and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

Training for this certification will be provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at [www.ncdot.org/~wztc](http://www.ncdot.org/~wztc), or contact Stuart Bourne with NCDOT Work Zone Traffic Control Unit at (919) 250-4159 or [sbourne@ncdot.gov](mailto:sbourne@ncdot.gov).

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 sub article 108-7(2) of the Standard Specifications.

### **PLANT AND PEST QUARANTINES**

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

(3-18-03)

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, 919-733-6932, or <http://www.ncagr.com/plantind/> 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 or other noxious weeds.

## **ERRATA**

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

### **Division 1**

Page 1-1, replace AREA - American Railway Engineering Association with *American Railway Engineering and Maintenance of Way Association*.

Page 1-7, remove ~~L~~ in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

### **Division 2**

Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a "d" to make the word grade become *graded*.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished *grade*.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

### **Division 3**

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable *Fill*

### **Division 4**

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to *Article 1081-6*.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to *(B) herein*.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide *6*.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section *450*.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section *452*

Page 4-80, change 452-7 to 452-*6* at the top of the page.

Page 4-80, change Pay Item \_\_\_ Steel Pile Retaining Walls, to *Sheet* Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word *PAYMENT*

### **Division 5**

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

## Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<b><i>Hot Applied Joint Sealer</i></b>	<b>1028-2</b>

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

## Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

## Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Excavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Concrete with ***Concrete***

## Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

## Division 10

Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word ***cycles***.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add *or* just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-17(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D3359

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

+++++Pa  
 ge 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

**Division 12**

Page 12-21 Add **1266-2** just before the heading MATERIALS.

**Division 14**

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with *paid for*.

**Division 15**

- Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- Page 15-13, Article 1520-3, 8th paragraph, add **pipe** after diameter.
- Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT.***

**Division 16**

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

**Division 17**

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

□ **END**

# Special Provisions

## MOBILIZATION

The contractor will be notified on the “**ROADSIDE VEGETATION MANAGEMENT**” service work by the Engineer and shall begin work within five (5) calendar days after notification or as determined by the Engineer. Failure to respond within the designated time frame for the routine Vegetation service work or as approved by the Engineer may result in cancellation of this contract. Mobilization will be paid separately when the minimum amount of work is less than four (4) hours of work or less than \$ 1500.00 and be paid under a separate bid item for “Mobilization”, bid unit price per “Each, EA”.

## EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for “**Emergency Call Back Mobilization**” throughout the districts. The contractor shall include a cost for mobilizing into the districts on emergency basis. Under this item the contractor shall respond after first initially being contacted by the Engineer to the required areas within 24 Hours. Failure to respond within the time frame may result in nonpayment of this item as emergency basis. Emergency call back mobilization for “**ROADSIDE VEGETATION MANAGEMENT**” service will be paid under a separate bid item for “**Emergency call back mobilization**”, bid unit price per “Each, EA”.

## TRAFFIC CONTROL:

(10-21-08)

RWZ-1

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

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane.

Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence cannot be altered without written permission of the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

## **WORK ZONE TRAFFIC CONTROL**

(8-16-11)

SP11 R20

**Revise the 2006 *Standard Specifications* as follows:**

**Page 11-3, Article 1101-12 Traffic Control Supervision**, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

**Page 11-13, Article 1150-3 Construction Methods**, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 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 at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

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

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

## **WORK ZONE SIGNING**

(10-21-08)(Revised 4-2009)

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:

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

Remove these signs when the condition requiring signs no longer applies.

All work zone signs may be portable.

### **Construction Methods**

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

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

#### **(B) Advance Warning Work Zone Signs**

Install advance warning work zone signs prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

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

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

**(D) General Work Zone Warning Signs**

**Failure to provide Work Zone Signing shall result in suspension of work on the improperly signed map until the proper signs are installed.**

**Measurement and Payment**

No direct payment will be made for Work Zone Signing as such work will be considered incidental to the various other bid items in the contract.

**FULL LANE CLOSURE ONLY**

When the Contractor working in areas needing a full lane closure, or as determined by the Engineer, the contractor shall provide a full lane closure in accordance with the current edition of the MUTCD and payment will be made on a separate bid item, per each for full lane closure and will be full compensation for all cost of furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the construction work and protect the public. A separate bid item will cover full lane closure per “Day”, DAY.

**TRAFFIC CONTROL (Flagging Operation)**

Roadside Vegetation work is performed in areas needing a “**Flagging Operation**” or as determined by the Engineer, the flagging operation will be paid under a separate bid item for “Traffic Control -Flagging Operation” per each, EA. Traffic movements through lane closures on roads with two way traffic shall be controlled by minimum of two (2) 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 Manual of Uniform Traffic Control Devices (MUTCD).

**COMPOST SEEDING**

**(STABILIZATION OF SLOPES)**

The Contractor will be responsible for providing minimal soil preparation, application of seed and or soil amendments, applying an approved compost material along with seed, all necessary for the permanent establishment of grasses and legumes along identified slopes; all in accordance with these specifications.

The contractor will furnish labor, equipment, and material necessary to prepare and stabilize eroding slopes.

The Contractor shall apply compost material and seed through the use of a pneumatic mulch truck capable of discharging compost material from a flexible hose onto a pre-determined location. The equipment shall be in good operating condition and operated by properly trained and qualified personnel. The Personnel operating the equipment shall be the responsibility of the contractor and the contract shall be responsible for employees during the performance of the contract. The personnel shall be subject to the directions of the Department of Transportation.

Compensation for meeting the specifications outlined herein shall be based on a square yard coverage with a uniform depth of 1 inch.

All workmanship shall be in accordance with the Standard Special Provisions, Project Special Provisions and Provisions contained in the applicable sections of the North Carolina Department of Transportation's Standard Specifications for Roads and Structures dated January 2006.

## **SOIL PREPARATION**

The Contractor is responsible for providing soil preparation at the target locations to be Compost Seeded. Scarification, puncture, cutting or otherwise loosening the soil within the target location to a minimum depth of 2 inches shall be achieved unless otherwise directed by the Engineer. Remove all rocks and debris greater than 6 inches. Compost Seeding should not be applied to areas with significant gully erosion. Determination of what constitutes significant gully erosion will be made by the Engineer.

## **MEASUREMENT OF PAYMENT**

Soil Preparation will be considered incidental to the Compost Seeding application. No additional compensation will be provided for soil preparation activities.

## **COMPOST SEEDING**

Areas to be Compost seeded, including allowable staging areas, will be identified /approved by the Engineer. The area to be Compost Seeded shall be prepared by the contractor to provide a dressed, firm, and stable area. Compost material meeting the specification as outlined in the Materials section of this contract shall be used in the stabilization of slopes. The appropriate seed as specified in the Materials section of this contract shall be mixed in the pneumatic (blower) truck as the compost material is actively being loaded to allow for adequate distribution of seed within the compost material to be applied. The contractor shall ensure the target location has a uniform coverage of grass seed. A uniform minimum coverage of 1 inch thick compost material shall be applied from a pneumatic (blower) truck delivery hose on areas identified/approved by the Engineer. The application of fertilizer, limestone, grain straw or erosion control matting is not required for areas Compost Seeded.

## **Compost material**

Compost material shall be well de-composed stable, weed free, organic compost meeting AASHTO MP-10, Standard Specification for Compost for Erosion/Sediment Control (Compost Blankets) derived from a variety of feed stocks including forestry, food, or industrial residuals; bio-solids (treated sewage sludge); leaf and yard trimmings; or tree wood with no objectionable odors or substances toxic to plants. It should meet the following specifications as derived using Test Methods for Examining Composting and Compost (TMECC):

Parameters	Reported as (units of measure)	Compost material to be vegetated
pH	pH units	5.0 – 8.5
Soluble Salt Concentration (electrical conductivity)	dS/m (mmhos/cm)	Maximum 5
Moisture Content	%, wet weight basis	30 - 60
Organic Matter Content	%, dry weight basis	25 - 65
Particle Size (aggregate size)	% passing a selected mesh size, dry weight basis	3" 100% 1" 90% minimum ¾" 65% minimum ¼" 50% maximum
Stability Carbon Dioxide Evolution Rate	Mg CO <sub>2</sub> – C per g OM per day	< 8
Maturity Seed germination	%, compared to control	=/> 80% <i>(Only applicable with erosion control composts to be seeded)</i>
Trace Elements/Heavy Metals	ppm (mg/kg) on dry weight basis	Meets US EPA Part 503 EQ Concentration Limits
Pathogens	MPN/4 grams or MPN/gram of total solids	Salmonella < 3 MPN/4 grams of total solids or Fecal Coliform <1000 MPN/gram of total solids
Inert contamination (manmade)	%, dry weight	< 1.0%

**Compost Processing** – Compost material shall be processed through proper thermophilic composting, meeting the US Environmental Protection Agency’s definition for a “process to further reduce pathogens” (PFRP).

**Compost Testing** – All compost suppliers will participate in the U.S. Composting Council’s Seal of Testing Assurance (STA) Program. The compost supplier will test all compost products within 90 calendar days prior to application. Samples will be taken using the STA sample collection protocol. The sample collection protocol can be obtained from the U.S. Composting Council at 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741, Phone: 631-737-4931, <http://www.compostingcouncil.org/>.

The compost sample shall be sent to an independent STA Program-approved lab. A complete list of laboratories can be found on the internet at <http://www.compostingcouncil.org/programs/sta/labs.php> or by contacting the U.S. Composting Council directly. The compost supplier will pay for the test. A copy of the approved independent STA Program laboratory test report shall be submitted to the Engineer prior to initial installation of the compost. Seven (7) working days prior to installation, the Contractor shall submit a sample of each type of compost to be used on the project to the Engineer.

Before compost application, the contractor shall provide the Engineer with a copy of the compost producer's compost technical data sheet with reference to NCDOT specifications, a copy of the compost producers Seal of Testing Assurance certification, and appropriate documentation assuring that the source of compost material has been properly permitted by the North Carolina Department of Environment and Natural Resources.

The compost technical data sheet should include:

1. Laboratory analytical test results.
2. Directions for product use.
3. List of product ingredients.

**Seed**

Refer to Division 10

Seed.....Article 1060-4

The kinds and rates of seed shall be as stated below (**in pounds per acre**) unless otherwise directed by the Engineer.

- FOR DIVISIONS 5, 7, 9 – 14**  
**August 15 – October 1**  
75# Tall Fescue  
15# Kentucky Bluegrass  
30# Hard Fescue  
25# Sericea Lespedeza  
10# Rye Grain  
2# Lance-leaved Coreopsi  
2# Shasta Daisy  
2# Black-eyed Susan  
2# Calliopsis or Tall Plains Coreopsis  
2# Indian Grass  
5# Bidens  
5# Tridens or Purple Top

**Approved Tall Fescue Cultivars (All Divisions)**

2 <sup>nd</sup> Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote	Kentucky 31	Rebel Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	Dominion
Lexington	Rembrandt		

**Approved Kentucky Bluegrass Cultivars (All Divisions)**

Alpine	Bariris	Envicta	Rugby II
Apollo	Bedazzled	Impact	Showcase
Arcadia	Bordeaux	Midnight	Sonoma
Arrow	Champagne	Midnight II	
Award	Chicago II	Rugby	

**Approved Hard Fescue Cultivars (All Divisions)**

Chariot	Minotaur	Reliant IV	Stonehenge
Firefly	Nordic	Rhino	Warwick
Heron	Oxford	Scaldis II	
Kenblue	Reliant II	Spartan II	

**MEASUREMENT AND PAYMENT**

Compost seeding will be measured and paid for as the actual number of acres covered at the target location. Such payment shall be full compensation for furnishing and applying seed and compost material.

Payment will be made under:

<b>Pay Item</b>		<b>Pay Unit</b>
Compost Seeding	(minimum 1000 square yard per route per county)	Square Yard (SY)

## **HARDWOOD BARK MULCH (SUPPLY AND APPLY)**

The Contractor shall provide hardwood bark mulching services in accordance with these specifications and as directed by the Engineer. The Engineer will identify the location(s) where the Contractor will provide hardwood bark mulching services. The Engineer or his duly authorized representative will monitor the Contractor's operations on a periodic basis to assure compliance with proper procedures.

### **Hardwood Bark Mulch:**

Approved quality double shredded hardwood bark mulch consistent in composition, rich in medium to dark brown color, and free of metal, foreign debris, weeds and insects shall be supplied, delivered, and installed by the Contractor. The mulch applied to the ground shall be sized so as to pass a maximum of a 2.5 - inch screen (with minimum particle size of 0.75") and consist of a maximum of 15% "wood" defined as the interior hard fibrous cellulosic xylem of trees. No large pine bark nuggets will be permitted for use. All mulch shall be of a quality necessary for application by approved blower truck. Mulch may be stockpiled prior to application at predetermined NCDOT sites. NCDOT personnel will assist in locating a minimum of one location for stockpiling contractor-delivered mulch prior to application. The stockpile site(s) will be located as near to the application site(s) as can be arranged. Mulch not meeting specifications shall be removed from the highway right-of-way or other NCDOT property at the Contractor's expense. The Contractor shall be responsible for furnishing a loader and operator for loading at stockpile locations and shall be responsible for clean-up of the stockpile area to the satisfaction of the Engineer.

### **Description of the Work:**

It is the intent of this contract to purchase hardwood bark mulch applied to NCDOT sites by mechanical means utilizing a blower truck with a flexible hose application system for direct targeted application.

Application areas will often be adjacent to high volume traffic; therefore no hardwood bark distribution by manual/hand operation or trailer-mounted blowers will be permitted due to safety concerns.

The Contractor shall supply all supervision, labor, hardwood bark mulch, and equipment necessary to comply with these specifications.

### **Application of Mulch:**

The Department shall furnish at least one (1) person to inspect work performance and to assist the Contractor in locating the sites that will receive mulch. The Contractor is not to begin work at any given location without notifying the representative and receiving specific approval to proceed.

At the discretion of the Engineer, mulch shall be applied at a depth not to exceed four (4) inches for new mulch areas and not to exceed two (2) inches of depth in areas with existing mulch. The Department will not be responsible for payment of mulch that has been excessively applied. The Contractor shall provide at all times a minimum of two (2) people to operate each blower/applicator and to apply the mulch, unless otherwise approved by the Engineer.

Mulch amounts must be verified and approved by a Department representative. The Department reserves the right to measure the dimensions of Contractor trucks used for hauling and/or applying mulch in order to verify volume quantities. The Contractor agrees to make such trucks available to the Department if

measuring is desired. The Contractor shall furnish a delivery ticket to the Department for each load of mulch delivered and applied according to these specifications. Delivery ticket(s) shall include cubic yards volume per each individual load, as well as purchase order number, date, and work site. NCDOT should check delivery tickets for discrepancies at the delivery site or as soon as possible and notify the contractor immediately for any verification or measurement desired if discrepancies are noticed. Resolution of discrepancies will be a joint responsibility of the Division Roadside Environmental Engineer and the Contractor. Failure of the Contractor to properly notify or receive signed verification will result in forfeiture of Contractor's right to collect on any mulch applied under such circumstances.

<b>Pay Item</b>	<b>Pay Unit</b>
Hardwood Bark Mulch (Supply & Apply) (Minimum should be 300 yd <sup>3</sup> ).....	Per Cubic Yd, CY

**SOD SEEDING**

Minimum tillage equipment, consisting of a no-till drill shall be 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 sod seeder 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 consist of two (2) small seed boxes capable of metering seed accurately even on slopes and be recommended by the manufacturer for applying seed at a rate of (30) thirty pounds per acre. Unit shall place seed in the furrow between the double disc openers at a maximum depth of 1/8 to 1/4 inch and sufficiently close seed furrow. Coulter size shall be a wavy blade design with a minimum of (17") seventeen 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.

All no-till seeding equipment shall be approved by the Engineer prior to beginning work.

Seed bags shall only be opened in the presence of and under the inspection of the inspector. Seeding operations shall be done 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. NCDOT will provide seed.

(Water requirements due to weather conditions at time of installation) the selected sites must be watered prior to seed installation, and also after installation. Additional application of water shall be request by the engineer or representative with in seven (7) days due to weather conditions

*Sod 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.

**(Ground preparation is incidental – which includes mowing, watering and application of soil amendments)**

<b>Pay Item</b>	<b>Pay Unit</b>
Sod Seeding (Minimum 1000 square yard)	Square Yard (SY)

**MATTING FOR EROSION CONTROL**

Matting for erosion control shall be jute matting or excelsior matting. The Contractor shall furnish a Type 3 Certification in accordance with Article 106-3 certifying that the excelsior matting meets the requirements of this article. Other acceptable material manufactured especially for erosion control may be used when approved by the Engineer in writing before being used. Matting for erosion control shall not be dyed, bleached, or otherwise treated in a manner that will result in toxicity to vegetation.

Jute matting shall be of a uniform open plain weave of single jute yarn, 48 inches in width plus or minus 1 inch. The yarn shall be of a loosely twisted construction and shall not vary in thickness by more than one-half its normal diameter. There shall be 78 warp ends, plus or minus 2, per width of the matting; 41 weft ends, plus or minus 1, per linear yard; and the weight shall average 1.22 pounds per linear yard of the matting with a tolerance of plus or minus 5 percent.

Excelsior matting shall consist of a machine-produced mat of curled wood excelsior. Width of excelsior matting will be 47” or 90” as determined by the Engineer or his representative. 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 a woven fabric of twisted paper cord or cotton cord, or with an extruded plastic mesh. The mesh size for either the fabric or plastic mesh shall be a minimum of 1” x 1” and maximum of 1 1/2” x 3”.

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.

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.

Payment will be made under:

Matting for Erosion Control .....Square Yard, (SY)

**The Engineer will determine the location and quantity of matting used.**

## STANDARD SEEDING & MULCHING

Seeding and Mulching shall be performed on 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 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 255-2. No exception will be made to this requirement unless otherwise permitted in writing by the Engineer.

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 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.

All seeded areas shall be mulched unless otherwise directed by the Engineer. Grain straw may be used as mulch at any time of the year. 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 held in place by applying a sufficient amount of asphalt or other **approved binding material, such as hydro mulch as approved by the Engineer**, to assure that the mulch is properly held in place.

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone shall be as stated below unless otherwise directed by the Engineer. During periods of overlapping dates, the kind of seed to be used shall be determined by the Engineer. All rates are in pounds per acre. Fertilizer shall be 10-20-20 analysis **or** better. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application is adjusted to provide the same amount of plant food as a 10-20-20 analysis

August 1 – June 1

KY 31 Tall Fescue	100 pounds
Kentucky Bluegrass	10 pounds
Reliant Hard Fescue	10 pounds
Rye Grain	10 pounds
Fertilizer	500 pounds
Limestone	4000 pounds

May 1 - September 1

KY 31 Tall Fescue	100 pounds
Kentucky Bluegrass	10 pounds
Reliant Hard Fescue	10 pounds
Kobe or Korean Lespedeza	10 pounds
Fertilizer	500 pounds
Limestone	4000 pounds

APPROVED KENTUCKY BLUEGRASS:

Kenblue	Glade	Adelphi	Baron
Bristol	Challenger	Columbia	Fylking
Merit	Plush	Ram I	Rugby
Sydsport Touchdown		Vantage	

APPROVED HARD FESCUE CULTIVARS:

Spartan	Scaldis	Aurora	Reliant
Valda	Crystal	Waldina	

On cut and fill slopes 2:1 or steeper add 25# Rye Grain  
November 1 - March 1

On cut and fill slopes 2:1 or steeper add 30# Sericea Lespedeza  
January 1 - December 31

All areas to be seeded and mulched shall be approved by the Engineer prior to preparing the seedbed.  
Work shall be in accordance with Section 1615 of the Standard Specifications.

Payment for this work will be made under the bid items for Standard Seeding and Mulching on a Case basis as follows:

Standard Seeding and Mulching (Case I 0.5 to 2.5 ac)	.....Acre, (Ac)
Standard Seeding and Mulching (Case II 2.6 to 5 ac)	..... Acre, (Ac)
Standard Seeding and Mulching (Case III 5.1 or more ac)	.....Acre, (Ac)

**RESIDENTIAL SEEDING AND MULCHING**

The work covered by this section consists of residential seeding and mulching in accordance with Section 1660. In addition the contractor shall hand rake the areas and remove all debris larger than ¾ inches. Basis of payment will be made under separate bid unit items for “Residential Seeding and Mulching”, per acre.

All areas to be seeded and mulched shall be approved by the Engineer prior to preparing the seedbed.  
Work shall be in accordance with Section 1615 of the Standard Specifications.

Payment for this work will be made under the bid items for Residential Seeding and Mulching on a Case basis as follows:

Residential Seeding and Mulching (Case I 0 to 0.5 ac)	.....Acre, (Ac)
Residential Seeding and Mulching (Case II 0.51 to 1.0 ac)	.....Acre, (Ac)
Residential Seeding and Mulching (Case III 1.1 or more ac)	.....Acre, (Ac)

- **All areas seeded and mulched shall be inspected by the Engineer and maintained as needed throughout the life of project or to final acceptance.**

**HYDRO SEEDING**

The work covered by this section consists of Hydro seeding and mulching in accordance with Section 1660. The contractor shall prepare the seed bed, hydro seed and hydro mulch all areas as directed by the Engineer. The Hydro mulch shall be tinted green. Basis of payment will be made under separate bid unit items for “Hydro Seeding and Mulching”, per acre.

All areas to be Hydro seeded and mulched shall be approved by the Engineer prior to preparing the seedbed. Work shall be in accordance with the Standard Specifications.

Payment for this work will be made under the bid items for Hydro Seeding and Mulching on a Case basis as follows:

Hydro Seeding and Mulching (Case I 0.5 to 2.5 ac) .....	Acre, (Ac)
Hydro Seeding and Mulching (Case II 2.6 to 5 ac) .....	Acre, (Ac)
Hydro Seeding and Mulching (Case III 5.1 or more ac) .....	Acre, (Ac)

**BORROW MATERIAL**

When requested the contractor shall supply borrow material to the project site. The material shall be suitable for use as topsoil in residential areas and free of trash and debris. The material shall be supplied to the job site and placed as directed. Payment for the material shall include all labor, materials and equipment costs to deliver it to the job site.

Payment will be made under:

Borrow Material.....	Cubic Yard, (CY)
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**LANDSCAPE GRADING**

Upon request the contractor shall supply a landscape grading crew; which shall consist of the following; a minimum of 4 men, with one (1) 50hp tractor with box scrap and a minimum 7700lb skid steer with bucket or other equipment as approved by the engineer. Payment for Landscape Grading will be made per hour, HR.

Payment will be made under:

Landscape Grading.....	Hour, HR
------------------------	----------

**SKILLED LANDSCAPE WORKER AND HELPER**

This line item shall be payment for a Skilled Landscape Worker and Skilled Helper who shall possess the necessary skills to complete the task assigned in a timely and professional manner and in a accordance with the North Carolina Department of Transportation Standards and Specifications and be

paid under a separate bid item. The per hour unit price will include the cost of providing suitable transportation for the crew and small hand tools and power tools to, from, and between job sites and will also include the cost of furnishing the small hand tools and power tools, and incidentals needed to complete the work in a satisfactory manner AND AS DIRECTED BY THE ENGINEER.

The Bid Item for “Skilled Landscape Worker, one (1) Helper, one (1) Truck, and miscellaneous small hand tools” will be paid on a price per “Hour, HR”.

### **ADDITIONAL LANDSCAPE HELPER**

This line item shall be payment for any additional Skilled Landscape helpers that may be required to assist in completing tasks as assigned in a timely and professional manner and in accordance with North Carolina Standards and Specifications and as directed by the Engineer. The hour unit price will be the hourly rate of the additional landscape helper.

The Bid Item for “Additional Landscape Helper” will be paid on a price per “Hour, HR”.

### **SELECTIVE TREE PRUNNING**

#### **REQUIRED EQUIPMENT**

The following equipment will be required on site:

Chain Saws: 3 Gas powered Chain saws with a working safety chain brake with at least 2 saws having a 20-inch bar or greater per 3 man crew.

Pole Saw: 1 Gas powered pole saw with a 10-foot minimum length per 3 man crew.

Chipper: 1 Gas powered chipper with a working feed control/safety bar capable of accepting a 12-inch diameter tree per 3 man crew.

The Bid Item for “Selective Tree Pruning” will be paid on a price per “Hour, HR”.

### **COMMERICAL EQUIPMENT**

The following equipment with operator will be required on an as need basis:

#### **Mower with operator:**

One heavy-duty mower (minimum 25 horsepower) with a 54 to 60-inch mowing deck

#### **Brush Trimmer and operator:**

Brush trimmers shall be commercial grade, gasoline powered units.

#### **String Trimmer and operator:**

String trimmers shall be commercial grade, gasoline powered units with a minimum cut diameter of 17”. If requested by the engineer, the trimmer shall be operated with a metal cutting blade provided by the contractor at no additional cost.

The contractor will be required to supplement power tools with hand tools when needed to successfully complete required plant bed maintenance.

Equipment shall be in good working order and all original equipment safety devices shall be in place. The engineer may reject any equipment that is not operating in a satisfactory manner.

All other equipment shall be considered incidental to the various other line items included in the contract and no additional compensation shall be paid.

## **MEASUREMENT AND PAYMENT**

The Contractor or his representative must sign daily log sheets prepared in duplicate by the Engineer (listing the dates, hours, descriptions, and locations of all work performed) before payment can be made. The number of hours worked, measured to the nearest ¼ hour, will begin when the Contractor begins work at the first job site and will continue until completion of work at the last job site. Deductions shall be made for meal breaks. Travel to the initial job site and from the last job site will not be included in the number of hours worked. All equipment must be operable and all manpower present before work time can begin.

Payment for plant bed maintenance will be made as follows:

Mower (HD 54-60in.) with operator	Per Hour
Brush Trimmers (per each) with operator	Per Hour
String Trimmers (per each) with operator	Per Hour

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

## **MISCELLANEOUS**

All work items necessary to complete the work other than listed on the “Bid Proposal Form” will be considered incidental in nature and as no further compensation will be made. Any work performed in an unsatisfactory manner could 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.

## **DAMAGES**

Any damages to utilities, property owners, etc. that may occur during the seeding operations shall be at the contractor’s expense.

## **COOPERATION BETWEEN STATE FORCES AND CONTRACTOR**

Cooperation and coordination of operations between Department of Transportation and Contractor are required. Each shall work together to complete the project in a timely and judicious manner.

**REQUESTS FOR QUOTATIONS WERE SENT TO THE FOLLOWING:**

Central Carolina Seeding  
Attn: Sam Howard  
2855 Ridgewood Park Drive  
Winston Salem, NC 27107

Rodco Landscaping and Lawn Care  
Attn: Rodney Couch  
1016 Chickadee Lane  
Woodleaf, NC 27054

Country Boy Landscaping Inc  
Attn: Chris C. Cartner  
PO Box 290  
Harmony, NC 28634

DBA Stanley Key Landscaping  
Pete Howard  
5305 Weather Ridge Rd  
Kernersville, NC 27284

Association of General Contractors  
Ms. Debbie White (EMAIL)

Mr. Thomas Burt (EMAIL)  
NCDOT

Mr. Michael McKoy (EMAIL)  
NCDOT  
State Contractor Utilization Engineer

Ms. Tami Gabrielle (EMAIL)  
NCDOT  
Civil Rights Office

Mr. Reginald McNeill (EMAIL)  
NCDOT  
Civil Rights Office

Division 9  
Webpage: <http://www.ncdot.org/doh/operations/division9/div9bid/html>

Contract No \_\_\_\_\_

Rev 4-19-11

County \_\_\_\_\_

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

By \_\_\_\_\_

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Contract No \_\_\_\_\_

Rev 4-19-11

County \_\_\_\_\_

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Contract No \_\_\_\_\_

Rev 4-19-11

County \_\_\_\_\_

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

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

By

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

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

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

*If Corporation, affix Corporate Seal*

and

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

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

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

By

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

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

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

*If Corporation, affix Corporate Seal*

and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

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

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

By

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

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

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

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Contract No \_\_\_\_\_

Rev 4-19-11

County \_\_\_\_\_

**EXECUTION OF BID**

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Contract No. \_\_\_\_\_

Rev 4-19-11

County \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality 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.

Contract No \_\_\_\_\_  
County \_\_\_\_\_

Rev 4-19-11

### DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.





**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

**CONTRACT:**

**NAME OF BIDDER:**

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please check all that apply:

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Business Enterprise (WBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ \_\_\_\_\_

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

**Affirmation**

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

<b>Name of MBE/ WBE/ DBE Subcontractor</b>	<b>Name of Bidder</b>
<b>Signature / Title</b>	<b>Signature / Title</b>
<b>Date</b>	<b>Date</b>

## Subcontract Approval Form (Form SAF)

1. Complete the "Subcontractor Approval Form" (Form SAF) for the Subcontractor and 2<sup>nd</sup> Tier Subcontractor on one form. Additional items of work can be entered on the "Subcontractor Approval Form Attachment". If there is more than one 2<sup>nd</sup> Tier Subcontractor, it should be listed on the Subcontract Approval Form - Additional 2<sup>nd</sup> Tier" (SAF-1 Additional 2<sup>nd</sup> Tier).
2. If retainage is being withheld for the Subcontractor or 2<sup>nd</sup> Tier Subcontractor a place an "X" in the box to the right of "RETAINAGE."
3. When the proposed Subcontractor or 2<sup>nd</sup> Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of the appropriate designation. When the proposed Subcontractor is not a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of "NONE." One of the four spaces shall be marked with an "X".
4. When a Subcontractor is to perform all the work involved in the contract item, then the unit price for the subcontracted item must be the same as the contract unit price. When only a portion of the quantity of an item is to be sublet, the item should be indicated by the symbol (◐). The physical limits of the sublet quantity shall be identified. The unit price for the item of work shall be the same as the Department's contract unit price.  
**Portion of an item - the Subcontractor performs all work associated with the item, but only performs the work for a part of the contract quantity. (Example: Grading from Station 225+00-L- to end of project.)**
5. When only a partial amount of the work for an item is to be sublet, the unit price may be less than the contract unit price and the item should be indicated by the symbol (◑). The part of the contract item to be performed by the Subcontractor shall be identified.  
**Partial item of work - the Subcontractor performs part of the work associated with the contract item. (Example: Trucking Subcontractor hauling asphalt or incidental stone.)**
6. The negotiated Subcontract Unit Price or lump sum price must be the actual price agreed upon between the Contractor and the Subcontractor. In the event the subcontract unit of measure differs from that in the Department's contract, the unit of measure shown on the Subcontract Approval Form shall be the same as those shown in the Department's contract. Any conversions necessary to satisfy this requirement shall be the responsibility of the Contractor. The Converted Price (CP) shall be denoted with an asterisk ( \* ). (Examples of converting units of measure can be found in the HICAMS User Guide, Chapter 2, Section 8A. Use the following link to view the examples.)  
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/UserGuide/index\\_User\\_Guide.html](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/UserGuide/index_User_Guide.html)
7. The Total Subcontract Amount is the Subcontract Unit Price multiplied by the Quantity.
8. The Subcontract Total is the amount of the subcontract. This total is calculated by summing the Total Subcontract Amount of the line items listed for the Subcontractor. Any items listed on the Attachment sheet for the Subcontractor is also included in the Subcontract Total. The line items for the 2<sup>nd</sup> Tier Subcontractor are not included.
9. When any items requested to be sublet have been previously included in an approved subcontract, the following statement shall be included above the listing of these items: "The following items are being deleted from "Subcontract Request Number \_\_\_\_."
10. The Contractor, Subcontractor, and 2<sup>nd</sup> Tier Subcontractor (when applicable) shall sign the original Subcontract Approval Form and the Contractor shall submit the form to the Resident Engineer.







### SUBCONTRACT APPROVAL FORM

Contract No.: \_\_\_\_\_ F.A. No.: \_\_\_\_\_ Subcontract Request Number: \_\_\_\_\_  
 WBS Element: \_\_\_\_\_ T.I.P. No.: \_\_\_\_\_ County: \_\_\_\_\_

Retainage  DBE  MBE  WBE  NONE

Retainage  DBE  MBE  WBE  NONE

2<sup>nd</sup> Tier Subcontractor Name and Address \_\_\_\_\_ Vendor No. \_\_\_\_\_

2<sup>nd</sup> Tier Subcontractor Name and Address \_\_\_\_\_ Vendor No. \_\_\_\_\_

**APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:**

Line Code Number	Item Description	(●) or (◆)	Sub or 2 <sup>nd</sup> Tier	Quantity	Unit	CP *	Contract Unit Price	Subcontract Unit Price	Total Subcontract Amount

Indicates a Portion of the Item (●)      Indicates a Partial Item (◆)

**SUBCONTRACT CERTIFICATION** (applies only to Federal projects)  
 The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2<sup>nd</sup> tier subcontract in its entirety.

Contractor: Signature: _____ Title: _____ Date: _____	APPROVED: _____ Resident Engineer Date: _____
Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.	
Subcontractor: Signature: _____ Title: _____ Date: _____	_____ Date: _____
2 <sup>nd</sup> Tier Subcontractor: Signature: _____ Title: _____ Date: _____	_____ Date: _____

State of North Carolina  
Department of Transportation  
Subcontractor Payment Information

Submit with Invoice

Firm Invoice No. Reference 1231  
 NCDOT PO / Contract Number 360001234  
 WBS No. (State Project No.) 40491  
 Date of Invoice 12/11/2007  
 Signed John Doe

EXAMPLE

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax ID	Subcontractor/ Subconsultant Material Supplier Name	Subcontractor/ Subconsultant Material Supplier Federal Tax ID	Amount Paid To Subcontractor/ Subconsultant Material Supplier This Invoice	Date Paid To Subcontractor/ Subconsultant Material Supplier This Invoice
<b>Example 1</b>						
10	XYZ Trucking	123-45-6789	ABC Company	987-65-4321	\$ 7,000.00	11/16/2007
60	DEF Company	456-78-9123	DEF Paving	789-12-3456	\$ 1,000.00	11/17/2007

If no Subcontractor/Subconsultant participation, please submit form as shown below in Example 2

Example 2

N/A					0.00	
					<b>Example 1</b>	<b>Example 2</b>
<b>Total Amount Paid To Subcontractor Firms</b>					<b>\$ 8,000.00</b>	<b>\$0.00</b>

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/Subconsultants/Material Suppliers on the above referenced project.

Signature John Doe Title Owner  
 Print Name John Doe Date 12/11/2007



VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME:

MAILING ADDRESS: STREET/PO BOX:

CITY, STATE, ZIP:

DBA / TRADE NAME (IF APPLICABLE):

BUSINESS DESIGNATION: [ ] INDIVIDUAL (use Social Security No.) [ ] SOLE PROPRIETER (use SS No. or Fed ID No.)
[ ] CORPORATION (use Federal ID No.) [ ] PARTNERSHIP (use Federal ID No.)
[ ] ESTATE/TRUST (use Federal ID no.) [ ] STATE OR LOCAL GOVT. (use Federal ID No.)
[ ] OTHER / SPECIFY

SOCIAL SECURITY NO. (Social Security #)

OR

FED. EMPLOYER IDENTIFICATION NO. (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX:

CITY, STATE, ZIP:

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? ( [ ] Prefer Not To Answer, [ ] African American, [ ] Native American, [ ] Caucasian American, [ ] Asian American, [ ] Hispanic American, [ ] Asian-Indian American, [ ] Other: )

What is your firm's gender? ( [ ] Prefer Not to Answer, [ ] Male, [ ] Female ) Disabled-Owned Business? ( [ ] Prefer Not to Answer, [ ] Yes, [ ] No )

IRS Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal / Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

# North Carolina Department of Transportation

## BID FORM - District 1 (Davidson and Rowan Counties)

### DESCRIPTION: Roadside Vegetation Management

Item No.	Sect. No.	ROADWAY ITEMS	Quantity	Unit	UNIT PRICE	PRICE
1	NA	MOBILIZATION (See Special Provision)	4	EA		
2	NA	EMERGENCY CALL BACK (Mobilize within 24 HRS)	5	EA		
3	NA	FULL LANE CLOSURE	2	EA		
4	1101	TRAFFIC CONTROL (Flagging Operation)	3	DAY		
4	NA	COMPOST SEEDING (Minimum 1000 sq yd)	5	SY		
5	NA	HARDWOOD BARK MULCH (Supply & Apply) (Minimum should be 300 yd <sup>3</sup> )	550	CY		
6	NA	SOD SEEDING (Minimum 1000 sq yd)	25	SY		
7	1631	MATTING FOR EROSION CONTROL	2500	SY		
8	1660	SEEDING & MULCHING CASE 1 (0.5 TO 2.5 ACRES)	2.5	AC		
9	1660	SEEDING & MULCHING CASE 2 (2.6 TO 5 ACRES)	5	AC		
10	1660	SEEDING & MULCHING CASE 3 (5 or more ACRES)	10	AC		
11	1660	RESIDENTIAL SEEDING & MULCHING CASE 1 (0 TO .5 ACRES)	0.5	AC		
12	1660	RESIDENTIAL SEEDING & MULCHING CASE 2 (0.51 TO 1 ACRES)	1	AC		
13	1661	RESIDENTIAL SEEDING & MULCHING CASE 3 (1.1 or more ACRES)	2	AC		
14	NA	HYDROSEEDING CASE 1 (0.5 TO 2.5 ACRES)	2.5	AC		
15	NA	HYDROSEEDING CASE 2 (2.6 TO 5 ACRES)	3.5	AC		
16	NA	HYDROSEEDING CASE 3 (5.1 or more ACRES)	10	AC		
17	NA	BORROW MATERIAL	100	CY		
18	NA	LANDSCAPE GRADING (See Special Provision)	25	HR		
19	NA	SKILLED LANDSCAPE WORKER & HELPER (Includes Miscellaneous Small Hand Tools & Truck)	80	HR		
20	NA	ADDITIONAL SKILLED LANDSCAPE HELPER (Includes Miscellaneous Small Hand Tools)	20	HR		
20	NA	SELECTIVE TREE PRUNNING (1 Truck w/Brush Chipper, 1 Bucket Truck, Pole Saw, 3 Man Crew with Tools, Equipment, Supplies)	100	HR		
23	NA	Commerical Mower (HD 54-60in.) with skilled operator	400	HR		
25	NA	Commerical Brush Trimmers with skilled operator	500	HR		
26	NA	Commerical String/Edge Trimmers with skilled operator	500	HR		

\* The contractor shall note that all quantities are used "ONLY" for figuring the lowest responsible bidder(s). The quantities may vary based on the amount of work needed and availability of funding during the year and as directed by the Engineer.

<b>TOTAL BID FOR PROJECT :</b>	
--------------------------------	--

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**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 2006.

Reviewed by \_\_\_\_\_

\_\_\_\_\_ (date)

Accepted by NCDOT \_\_\_\_\_

Engineer \_\_\_\_\_ (date)

# North Carolina Department of Transportation

## BID FORM - District 2 (Forsyth, Stokes & Davie Counties)

### DESCRIPTION: Roadside Vegetation Management

Item No.	Sect. No.	ROADWAY ITEMS	Quantity	Unit	UNIT PRICE	PRICE
1	NA	MOBILIZATION (See Special Provision)	4	EA		
2	NA	EMERGENCY CALL BACK (Mobilize within 24 HRS)	5	EA		
3	NA	FULL LANE CLOSURE	2	EA		
4	1101	TRAFFIC CONTROL (Flagging Operation)	3	DAY		
4	NA	COMPOST SEEDING (Minimum 1000 sq yd)	5	SY		
5	NA	HARDWOOD BARK MULCH (Supply & Apply) (Minimum should be 300 yd <sup>3</sup> )	550	CY		
6	NA	SOD SEEDING (Minimum 1000 sq yd)	25	SY		
7	1631	MATTING FOR EROSION CONTROL	2500	SY		
8	1660	SEEDING & MULCHING CASE 1 (0.5 TO 2.5 ACRES)	2.5	AC		
9	1660	SEEDING & MULCHING CASE 2 (2.6 TO 5 ACRES)	5	AC		
10	1660	SEEDING & MULCHING CASE 3 (5 or more ACRES)	10	AC		
11	1660	RESIDENTIAL SEEDING & MULCHING CASE 1 (0 TO .5 ACRES)	0.5	AC		
12	1660	RESIDENTIAL SEEDING & MULCHING CASE 2 (0.51 TO 1 ACRES)	1	AC		
13	1661	RESIDENTIAL SEEDING & MULCHING CASE 3 (1.1 or more ACRES)	2	AC		
14	NA	HYDROSEEDING CASE 1 (0.5 TO 2.5 ACRES)	2.5	AC		
15	NA	HYDROSEEDING CASE 2 (2.6 TO 5 ACRES)	3.5	AC		
16	NA	HYDROSEEDING CASE 3 (5.1 or more ACRES)	10	AC		
17	NA	BORROW MATERIAL	100	CY		
18	NA	LANDSCAPE GRADING (See Special Provision)	25	HR		
19	NA	SKILLED LANDSCAPE WORKER & HELPER (Includes Miscellaneous Small Hand Tools & Truck)	80	HR		
20	NA	ADDITIONAL SKILLED LANDSCAPE HELPER (Includes Miscellaneous Small Hand Tools & Truck)	20	HR		
20	NA	SELECTIVE TREE PRUNNING (1 Truck w/Brush Chipper, 1 Bucket Truck, Pole Saw, 3 Man Crew with Tools, Equipment, Supplies)	100	HR		
23	NA	Commerical Mower (HD 54-60in.) with skilled operator	400	HR		
25	NA	Commerical Brush Trimmers with skilled operator	500	HR		
26	NA	Commerical String/Edge Trimmers with skilled operator	500	HR		

\* The contractor shall note that all quantities are used "ONLY" for figuring the lowest responsible bidder(s). The quantities may vary based on the amount of work needed and availability of funding during the year and as directed by the Engineer.

TOTAL BID FOR PROJECT : \_\_\_\_\_