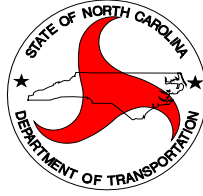


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FIVE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

**WORK ORDER NUMBERS: 5.103211, 5.203211, 5.103911, 5.203911
5.107311, 5.207311**

ROUTE: Various
COUNTY: Durham, Granville and Person
**DESCRIPTION: D5POC025, Annual Needs for On-Call Litter Pickup in
District 2**
BID OPENING: 2:00 p.m., Wednesday, February 24, 2016

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:
DIVISION ENGINEER
ATTENTION: Michael J. Kneis, PE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
2612 NORTH DUKE STREET
DURHAM, NC 27704

PURCHASE ORDER CONTRACT	4
<u>STANDARD PROVISIONS.....</u>	4
GENERAL	4
SMALL BUSINESS ENTERPRISE PROGRAM.....	4
CONTRACT TIME	4
TERM OF THE CONTRACT	4
INTERMEDIATE CONTRACT TIME (1) AND LIQUIDATED DAMAGES	5
AUTHORITY OF THE ENGINEER.....	5
TRAFFIC CONTROL AND WORK ZONE SAFETY	5
SAFETY VESTS	6
SUPERVISION BY CONTRACTOR.....	6
CONTRACT PAYMENT AND PERFORMANCE BOND	7
LIABILITY INSURANCE.....	7
BANKRUPTCY	7
SUBLETTING OF CONTRACT	7
DEFAULT OF CONTRACT	7
CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME.....	8
PROMPT PAYMENT	8
PAYMENT AND RETAINAGE.....	8
DRIVEWAYS AND PRIVATE PROPERTY	9
RESOURCE CONSERVATION.....	9
GIFTS FROM VENDORS AND CONTRACTORS	9
EMPLOYMENT	10
STATE HIGHWAY ADMINISTRATOR TITLE CHANGE.....	10
<u>SPECIAL PROVISIONS.....</u>	11
PREQUALIFICATION.....	11
NOTIFICATION OF WORK.....	11
RECYCLING	11
LITTER CLEAN UP AND REMOVAL.....	11
NO MAJOR CONTRACT ITEMS	14
NO SPECIALITY ITEMS	14
STANDARD SPECIAL PROVISION.....	15
ERRATA.....	15
MINIMUM WAGES.....	16
AWARD OF CONTRACT.....	17
ON-THE-JOB TRAINING	22

DETAIL OF SIGN

SINGLE-STREAM RECYCLING INFORMATION

WORK ZONE TRAFFIC CONTROL GUIDANCE FOR LITTER PICKUP

ADDENDUMS

AWARD LIMITS ON MULTIPLE PROJECTS

EXECUTION OF BID – NON-COLLUSION AFFIDAVIT, DEBAREMENT

CERTIFICATION AND GIFT BAN CERTIFICATION

DEBARMENT CERTIFICATION

BID FORM

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.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
 - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE 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 ENGINEER'S OFFICE AT 2612 North Duke Street Durham, NC 27704 BY 2:00 p.m., on Wednesday, February 24, 2016.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

Quotation for Annual Needs for On-Call Litter Pickup in District 2 to be opened at 2:00 p.m., on Wednesday, February 24, 2016.
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Division Engineer
North Carolina Department of Transportation
ATTENTION: Michael J. Kneis, PE
2612 North Duke Street
Durham, NC 27704**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-10) of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for annual needs for on-call litter removal on various state highway routes in Durham, Granville and Person Counties. The Engineer will notify the contractor of locations that require litter cleanup throughout the life of the contract and the Contractor will have 24 hours to respond. The Contractor will be responsible for properly bagging and disposing of all trash bags collected. Traffic control will be required as necessary to provide a safe work area.

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 2012, the North Carolina Department of Transportation 2012 Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), with the exception that bid bonds are *not* required.

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 quantities stated in the Bid Form are estimates and are not guaranteed.

This contract shall be bid by certified small business contractors only who are prequalified for the type of work they wish to perform.

SMALL BUSINESS ENTERPRISE PROGRAM

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/>. SBE contracts are limited to \$500,000 per year.

CONTRACT TIME

The date of availability for this project is March 15, 2016.

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

The completion date for this project is March 14, 2017 or at the limit of \$500,000 dollars per year. The Contractor shall submit a bid for one year.

TERM OF THE CONTRACT

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum) three years total. The year for the renewal periods shall begin March 15 and end March 14 of the following year. No changes in the terms, conditions, etc. of this contract will be made when an extension to the

contract is implemented. The Engineer will notify the Contractor in writing by January 1 if the contract may be extended. The Contractor must notify the Engineer in writing by January 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

INTERMEDIATE CONTRACT TIME (1) AND LIQUIDATED DAMAGES

The Contractor will be required to pick up the litter and remove the trash bags from specific locations, as notified by the Department. The Contractor is required to mobilize and start litter removal within 3 days of notification of location/locations. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion of litter removal at the location. Litter removal shall be complete within 7 days of notification of location/locations. In the event that the Contractor fails to mobilize and start the litter and trash bags removal within 3 days, liquidated damages will be assessed. In the event that the Contractor fails to complete the litter collection and remove the trash bags within 7 days, liquidated damages will be assessed.

Liquidated damages for this contract are Fifty Dollars (\$50.00) for each 24 hour period that the Contractor fails to mobilize and start litter and trash bag removal within 3 days from the time of notification, as required by this contract.

Liquidated damages for this contract are Fifty Dollars (\$50.00) for each 24 hour period that the Contractor fails to complete the litter collection and trash bag removal within 7 days from the time of notification, as required by this contract.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 5, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Traffic Control Plans, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

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

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

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

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

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

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.

SUPERVISION BY CONTRACTOR

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

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

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

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

CONTRACT PAYMENT AND PERFORMANCE BOND

Due to the nature of this project, no performance or payments bonds will be required.

LIABILITY INSURANCE

The Contractor shall provide liability insurance conforming to the requirements of Article of 107-15 of the Standard Specifications.

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

BANKRUPTCY

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

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent 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

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.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

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

PROMPT PAYMENT

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers

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

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

PAYMENT AND RETAINAGE

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

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

All requests for payment shall be submitted to the Durham Maintenance Engineer’s Office.

**Durham County Maintenance Engineer
N.C. Department of Transportation
1069 Prison Camp Road
Durham, NC 27704**

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

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

RESOURCE CONSERVATION

(5-21-13)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 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 gifts or to give favors to any State employee of the Governor's Cabinet Agencies (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 prohibition 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 *G.S. § 133-32*.

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

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

- (O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

Special Provisions

PREQUALIFICATION

The Contractor is not required to be prequalified in order to perform litter clean up and removal operations BUT the Contractor performing the traffic control work (either as a subcontractor or as the prime contractor) will be required to be prequalified for Work Zone Traffic Control Devices. If the Contractor is going to self-perform traffic control, they shall be prequalified for Work Zone Traffic Control Devices prior to bid opening.

NOTIFICATION OF WORK

The NCDOT will notify the Contractor of each location on the state highway system where litter collection and removal is required. Notification will be done by email (preferred), fax or phone. At the time of notification the Engineer shall inform the Contractor of the facility type so that the Contractor can plan their operations and work zone traffic control. **The Contractor will have 3 days following notification to mobilize and begin litter collection. The Contractor will have 7 days following notification to complete litter collection and trash bag removal. The Contractor shall notify the NCDOT by email when litter collection and trash bag removal is completed.** All work shall be subject to inspection by the Engineer at any time

The contractor shall only pick up litter in areas they have been directed by the Engineer.

RECYCLING

The Contractor's attention is directed to North Carolina General Statute 130A-309.10 (f) though (l). Per this statute, the Contractor performing litter clean up and removal shall be required to recycle. In an effort to align with efforts by the Department to recycle with litter removal, the Contractor shall participate in single-stream recycling. The Contractor shall be responsible for locating single-stream recycling facilities and utilizing them during the durations of the highway clean-up work. The Contractor shall utilize blue bags, similar to those used by the Department, for collection of materials appropriate for recycling.

LITTER CLEAN UP AND REMOVAL

The work covered by this section includes litter clean up, recycling and removal within the State Maintained Highway System Right of Way.

The work shall include the furnishing of all equipment, tools, materials, transportation and labor necessary for the prosecution and completion of the work.

CLEAN UP

The clean-up operation shall include the picking up, recycling and removing of litter and the disposal of such matter into a state approved landfill or single-stream recycling facility. All collected litter that is small enough to be placed in a bag shall be bagged. Items for clean-up

may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush and other items not considered normal to the right of way. **Bags shall be removed from the site within 24 hours upon completion of litter collection.**

The Contractor shall be required to clean up litter to the back of the right of way on outside shoulders, as directed by the Engineer.

The Contractor will NOT be responsible for the clean-up and removal of large dead animals. If this situation is encountered, contact the Engineer.

SAFETY

All stages of the clean-up operation shall be accomplished in accordance with the attached “Work Zone Traffic Control Guidance for Litter Pickup” with the following exceptions:

The moving caravan operation will NOT be required to be used while retrieving bagged litter in areas where the Contractor’s equipment is able to traverse the shoulder without encroaching into the travel lanes. The truck mounted attenuator (TMA) will NOT be required to be used while retrieving bagged litter in areas where the Contractor’s equipment is able to traverse the shoulder without encroaching into the travel lanes. If the vehicle the Contractor is using is wider than the width of the shoulder a moving caravan operation WILL be required if the Contractor elects to allow the vehicle to encroach into the travel. The Contractor may elect to park the vehicle outside of these narrow areas and remove bags by hand in lieu of the moving caravan operation.

The truck mounted attenuator (TMA) will NOT be required to protect workers picking up litter if the Contractor’s operations are carried out in such a way that the workers are positioned individually along a roadway and not travelling in a concentrated group. If a concentrated group of workers are gathered together in a formation to conduct clean up then they shall be protected by a TMA.

The shoulder closure will NOT be required unless equipment remains stationary for more than 5 minutes and/or a concentrated group of workers are within 15 feet of an open travel lane and the area is not protected by barrier or guardrail.

The lane closure will NOT be required unless equipment remains stationary for more than five minutes and/or a concentrated group of workers are within 10 feet of an open travel lane and the area is not protected by barrier or guardrail.

For these guidelines a “group” is defined as 3 or more workers within a 500’ section and within 15’ of the travel lane, measured along the edge of the roadway.

EQUIPMENT

All vehicles used by the contractor must be performance worthy by visual and operational inspection. Use a truck mounted informational sign reading “FREQUENT STOPS DEBRIS CLEANUP” per special drawing included in this proposal. All vehicles used in the removal

operation should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1.

The safety of the public and the convenience of traffic shall be regarded as prime importance. Crossing lanes of traffic and erratic driving will be strictly prohibited.

All Contractors' personnel, all subcontractors and their personnel must wear steel toed work boots that meet ASTM F2412.05, long pants and gloves.

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

HAZARDOUS, CONTAMINATED, AND /OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the engineer shall be notified immediately.

REMOVAL AND DISPOSAL OF LITTER

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

“THIS CONTRACT SHALL BE IMMEDIATELY TERMINATED IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING.” Work will be suspended if contractor is charged with illegal dumping.

ALL COST INVOLVED WITH THE DISPOSAL OF THE PICKED UP MATERIALS SHALL BE INCLUDED IN THE CONTACT UNIT PRICE.

QUALITY, INSPECTION AND BASIS OF ACCEPTANCE

It is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. Completed work shall be clean and free of all accumulated litter immediately after clean up. All work shall be subject to inspection by the Engineer at any time. The Engineer or a designated representative will make periodic next day inspections of the completed work. **It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work. The Contractor shall notify the NCDOT by email when litter collection and trash bag removal is completed.**

The Department of Transportation will verify completion of the Contractor's work on a monthly basis before payment of invoice. Clean up shall not be considered accepted by the Department until the original **“DUMPING TICKET”** issued to the Contractor for disposing the materials picked up during the assigned work is presented to the Department with the invoice.

METHOD OF MEASUREMENT

Progress for litter clean up and removal will be based on the shoulder mileage completed. **Quantities will be measured to the nearest (0.1) tenth of a mile measured along the roadway.**

BASIS OF PAYMENT

The quantity of litter clean up on multilane divided routes, measured as provided above, will be paid for at the Shoulder Mile price for “Litter Clean Up, Multilane Divided”.

The quantity of litter clean up on two lane two way traffic routes with and average daily traffic volume over 4000 cars per day, measured as provided above, will be paid for at the Shoulder Mile price for “2 Lane 2 Way, ADT over 4000”.

The quantity of litter clean up on two lane two way traffic routes with and average daily traffic volume under 4000 cars per day, measured as provided above, will be paid for at the Shoulder Mile price for “2 Lane 2 Way, ADT under 4000”.

Bid prices and payments will be full compensation for all work, including but not limited to labor, transportation, fees, fuels, equipment, and tools, necessary for the prosecution and completion of the work. Payments will be made to the Contractor for work accomplished and accepted.

Payment for this item will be made for as follows:

Litter Clean Up, Multilane Divided	SMI
Litter Clean Up, 2 Lane 2 Way, ADT over 4000.....	SMI
Litter Clean Up, 2 Lane 2 Way, ADT under 4000.....	SMI

NO MAJOR CONTRACT ITEMS

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

NO SPECIALITY ITEMS

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts.”

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the 2012 Roadway Standard Drawings as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2016)

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”.

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

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

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as the NCDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion. In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs and activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The North Carolina Department of Transportation (NCDOT) hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with NCDOT's Title VI Program. The Contractor must ensure that NCDOT's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state-funded NCDOT-owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only. The Contractor is also responsible for making its subcontractors aware of NCDOT's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the NCDOT's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with NCDOT's Civil Rights office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may be submitted to the following entities:

- **North Carolina Department of Transportation**, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453
- **US Department of Transportation**, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

➤ **US Department of Justice**, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact NCDOT EOWS at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term “basis” refers to the complainant’s membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person’s accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendmen

			ts of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

III. Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);
- Form FHWA-1273, "Required Contract Provisions," a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are

available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

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

Training Classifications

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

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

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

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to

the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

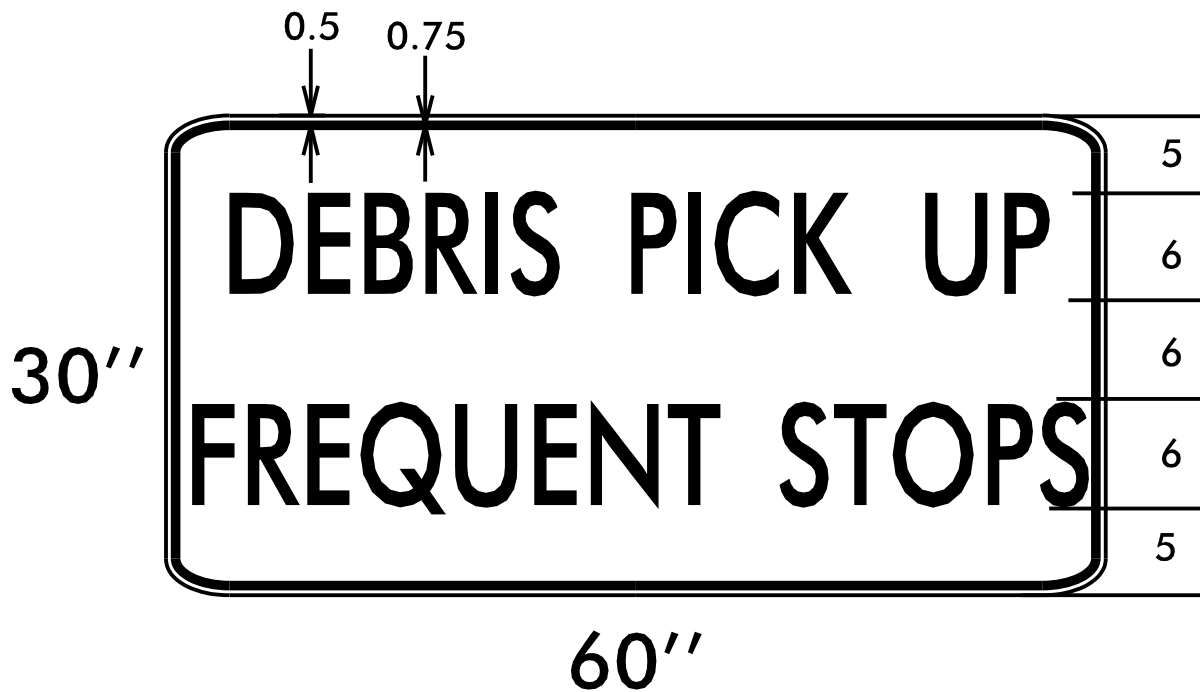
Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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



LETTERING - BLACK

BACKGROUND - FLOURESCENT ORANGE (RETROREFLECTIVE)

**DETAIL OF SIGN TO BE MOUNTED
ON BACK OF ALL VEHICLES USED
FOR DEBRIS/LITTER REMOVAL**

SINGLE-STREAM RECYCLING

RECICLAJE DE UN SOLO FLUJO



Magazines
Revistas



Office Paper
Papel de oficina



Brown Paper Bags
Bolsas de papel



Newspapers
Periódicos



Paperboard
Cartón



Paper Cardboard, Dairy and Juice Containers
Envases de cartón de lácteos y de jugos



Junk Mail
Correo no deseado



Phone Books
Directorios



(Must be cut down into 2-ft. x 2-ft. squares.)
[Debe cortarse en cuadrados de 2 pies por 2 pies (2x2).]

Cardboard
Cajas de cartón



Glass Bottles and Jars
Botellas y frascos de vidrio



Plastic Bottles and Containers #1-7
Botellas de plástico y recipientes #1-7



Aluminum Cans
Latas de aluminio



Tin or Steel Cans
Latas de hojalata y acero

DO NOT INCLUDE food waste, films, plastic bags, plastic wrap, or foam cups and containers.

Please call XXX-XXX-XXXX with any questions.

Please save this for reference.

NO INCLUYA residuos de alimentos, películas, bolsas o envolturas de plástico, vasos o recipientes de poliestireno.

Favor de llamar al XXX-XXX-XXXX con cualquier pregunta.

Por favor, guarde este inserto como referencia.



THINK GREEN.

10/14/13

Work Zone Traffic Control Guidance for Litter Pickup

General:

- Workers that are involved in litter pickup operations shall comply with the following:
 - Wear NCDOT approved safety vests for day time and night time operations
- Litter pickup operations shall be confined within a maximum 5 mile stretch of roadway in a work period
- Conduct litter pickup operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02.
Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.
- Use the attached moving caravan drawings to retrieve bagged litter and any other materials after being collected by the workers.
- For operations where workers and equipment are confined to the shoulders, comply with the followings:

On Multilane Divided Facilities

- A Truck Mounted Attenuator (TMA) shall be used to protect each group of workers picking up litter if the shoulder is wide enough to fit a TMA.
- If a TMA is not used, a shoulder closure shall be installed
- A shoulder closure shall be installed in locations where the shoulder is too narrow to accommodate a TMA without encroaching into the traffic lane
- A shoulder closure or a TMA shall be used on the median side of the opposite direction if the following condition exists:
 - Where workers and/or equipment are within 15' from the adjacent travel lane in the opposite direction and are not protected from traffic in the opposite direction by any type of positive median protection such as concrete barrier, guardrail, or guiderail.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

10/14/13

Two-Lane, Two-Way Facilities over 4000 ADT

- A shoulder closure shall be installed if workers are to be present more than one hour at any location.
- If workers are to be present less than one hour, use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD".
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

Two-Lane, Two-Way Facilities 4000 ADT or lower







- Use portable advance warning signs (one in each direction) reading "LITTER PICKUP AHEAD". The sign should be located 500 feet ahead of the area where workers and or equipment will be present during the operation.

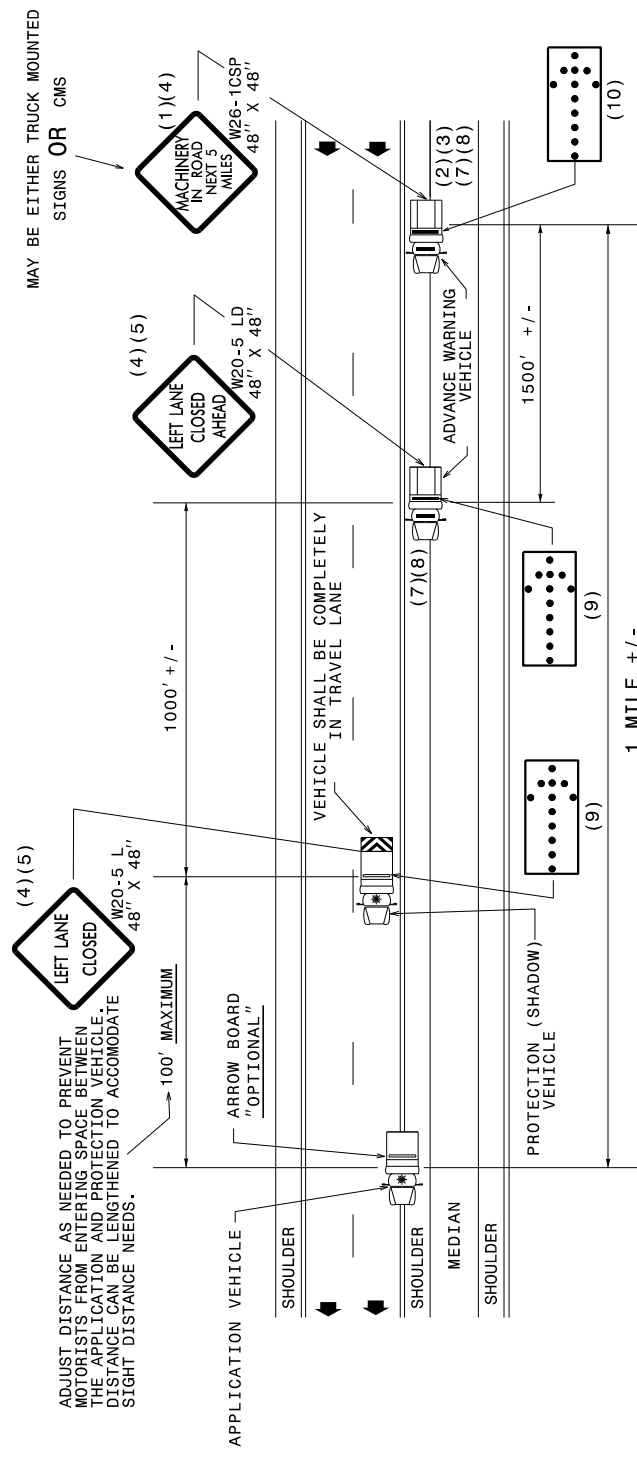
GENERAL NOTES

- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
 - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - B. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
 - C. STATIONARY CHANGEABLE MESSAGE SIGN (CMS)
(MUST USE "NEXT 5 MILES" AND MAKE CIRCLE TO PICK UP SIGNS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD BE APPROXIMATELY ONE (1) MILE IN LENGTH.
- (3) IF USING STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE CMS AND APPLICATION VEHICLE SHOULD NOT EXCEED 5 MILES AND SIGN SHOULD READ "MACHINERY IN ROAD NEXT 5 MILES".
- (4) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR WARNING LIGHTS.
- (5) SIGN W20-5L SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE AND SIGN W20-5LD ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION
- (6) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.

- (7) USE WARNING LIGHTS WITH ATLEAST 50% BEING AMBER IN COLOR ATTACHED TO THE VEHICLE AS HIGH AS POSSIBLE AND IN A MANNER SUCH THAT THEY ARE NOT OBSCURED BY EQUIPMENT OR SUPPLIES. VEHICLE HAZARD SIGNALS OR LIGHTS MAY BE USED TO SUPPLEMENT THIS REQUIREMENT. THIS REQUIREMENT APPLIES TO ALL WORK VEHICLES AND EQUIPMENT NOT INSIDE A LANE CLOSURE OR BEHIND A BARRIER. THIS REQUIREMENT DOES NOT APPLY TO DUMP TRUCKS, BUT IS ENCOURAGED.
- (8) USE OF TRUCK MOUNTED CMS'S ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (9) USE A TYPE "C" FLASHING ARROW BOARD.
MIN. SIZE
96" X 48"
- (10) MAY USE A TYPE "B" FLASHING ARROW BOARD ON 1ST ADVANCE WARNING VEHICLE.
MIN. SIZE
60" X 30"
- (11) IF 43" X 73" CMS IS USED, LETTER HEIGHT MUST BE 18".

LEGEND

-  PORTABLE SIGN
-  DIRECTION OF TRAFFIC FLOW
-  APPLICATION VEHICLE WITH ROTATING BEACON
-  PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMA) AND WARNING LIGHTS (SEE ROADWAY STANDARD NO. 1165.01)
-  ADVANCE WARNING VEHICLE, TRUCK WITH MOUNTED FAP
-  FLASHING ARROW BOARD, APPROPRIATE DIRECTION, INDICATED



MOVING OPERATION CARAVAN

(OPERATIONS TRAVELING 3 MPH OR FASTER)







SPRAYING 60 MPH & ABOVE MULTILANE DIVIDED ROADWAYS
IN MEDIAN AND ON RIGHT SIDE W/PAVED SHOULDERS LESS THAN 10' WIDE

GENERAL NOTES

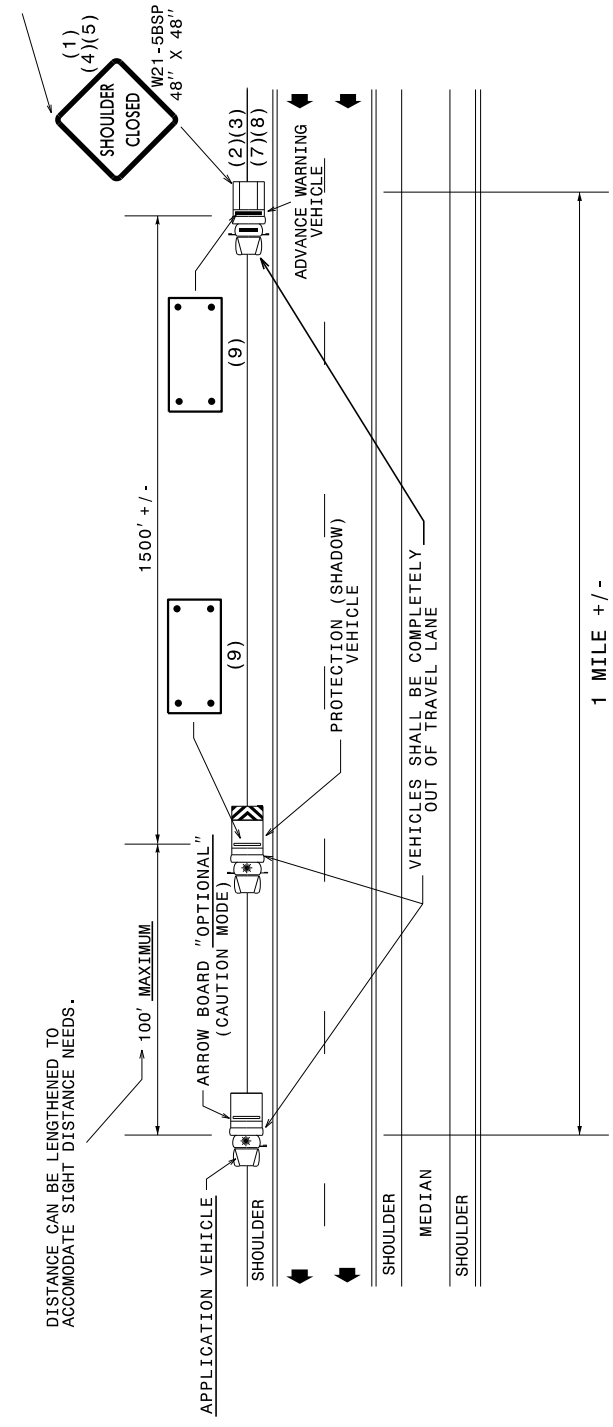
- (1) THE FOLLOWING OPTIONS MAY BE USED FOR THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
 - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - B. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
 - C. STATIONARY CHANGEABLE MESSAGE SIGN (CMS)
(MUST USE NEXT 5 MILES AND MAKE CIRCLE TO PICK UP CMS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD BE APPROXIMATELY ONE (1) MILE IN LENGTH.
- (3) IF USING STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE CMS AND APPLICATION VEHICLE SHOULD NOT EXCEED 5 MILES AND SIGN SHOULD READ 'SHOULDER CLOSED'.
- (4) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR WARNING LIGHTS.
- (5) SIGN WP1-5BSP SHOULD BE PLACED ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED HIGHWAY TO NOTIFY TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- (6) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.

- (7) USE WARNING LIGHTS WITH ATLEAST 50% BEING AMBER IN COLOR ATTACHED TO THE VEHICLE AS HIGH AS POSSIBLE AND IN A MANNER SUCH THAT THEY ARE NOT OBTURED BY EQUIPMENT OR SUPPLIES. VEHICLE HAZARD SIGNALS OR LIGHTS MAY BE USED TO SUPPLEMENT THIS REQUIREMENT. THIS REQUIREMENT APPLIES TO ALL WORK VEHICLES AND EQUIPMENT NOT INSIDE A LANE CLOSURE OR BEHIND A BARRIER. THIS REQUIREMENT DOES NOT APPLY TO DUMP TRUCKS, BUT IS ENCOURAGED.
- (8) USE OF CMS's ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (9) USE A TYPE "C" FLASHING ARROW BOARD.
MIN. SIZE
96" X 48"
- (10) IF 43" X 73" CMS IS USED, LETTER HEIGHT MUST BE 18".

LEGEND

-  PORTABLE SIGN
-  DIRECTION OF TRAFFIC FLOW
-  APPLICATION VEHICLE WITH ROTATING BEACON
-  PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR AND ROTATING BEACON (SEE ROADWAY STANDARD NO. 1165.01)
-  ADVANCE WARNING VEHICLE WITH FLASHING ARROW BOARD
-  FLASHING ARROW BOARD, TYPE "C"

MAY BE EITHER TRUCK MOUNTED SIGNS OR CMS



MOVING OPERATION CARAVAN







(OPERATIONS TRAVELING 3 MPH OR FASTER)

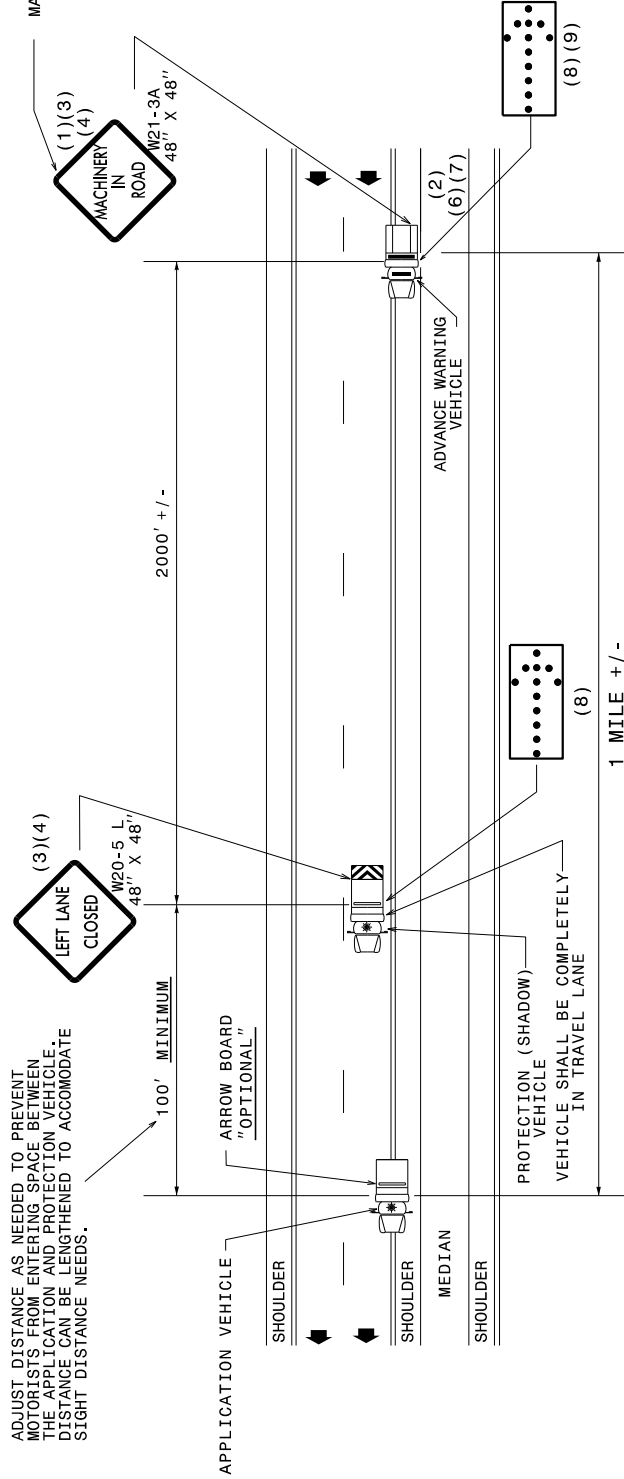
SPRAYING 60 MPH & ABOVE MULTILANE DIVIDED ROADWAYS
IN MEDIAN AND ON RIGHT SIDE W/PAVED SHOULDERS 10' OR WIDER

GENERAL NOTES

- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEES:
 - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD BE APPROXIMATELY ONE (1) MILE IN LENGTH.
- (3) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR WARNING LIGHTS.
- (4) SIGN W20-5L SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE AND SIGN W26-TCSP ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- (5) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.
- (6) USE WARNING LIGHTS WITH ATLEAST 50% BEING AMBER IN COLOR ATTACHED TO THE VEHICLE AS HIGH AS POSSIBLE AND IN A MANNER SUCH THAT THEY ARE NOT OBTURED BY EQUIPMENT OR SUPPLIES. VEHICLE HAZARD SIGNALS OR LIGHTS MAY BE USED TO SUPPLEMENT THIS REQUIREMENT. THIS REQUIREMENT APPLIES TO ALL WORK VEHICLES AND EQUIPMENT NOT INSIDE A LANE CLOSURE OR BEHIND A BARRIER. THIS REQUIREMENT DOES NOT APPLY TO DUMP TRUCKS, BUT IS ENCOURAGED.
- (7) USE OF CMS'S ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (8) USE A TYPE "C" FLASHING ARROW BOARD.
 - C MIN. SIZE 96"X48"
- (9) USE A TYPE "B" FLASHING ARROW BOARD.
 - B MIN. SIZE 60"X30"
- (10) IF 43" X 73" CMS IS USED, LETTER HEIGHT MUST BE 18".

LEGEND

-  PORTABLE SIGN
-  DIRECTION OF TRAFFIC FLOW
-  APPLICATION VEHICLE WITH LIGHT BAR
-  PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR AND LIGHT BAR (SEE ROADWAY STANDARD NO. 1165.01)
-  ADVANCE WARNING VEHICLE WITH SIGN
-  FLASHING ARROW BOARD, TYPE "B" APPROPRIATE DIRECTION INDICATED



MOVING OPERATION CARAVAN
(OPERATIONS TRAVELING 3 MPH OR FASTER)

SPRAYING OTHER MULTILANE DIVIDED ROADWAYS
IN MEDIAN AND ON RIGHT SIDE W/PAVED SHOULDERS LESS THAN 10' WIDE

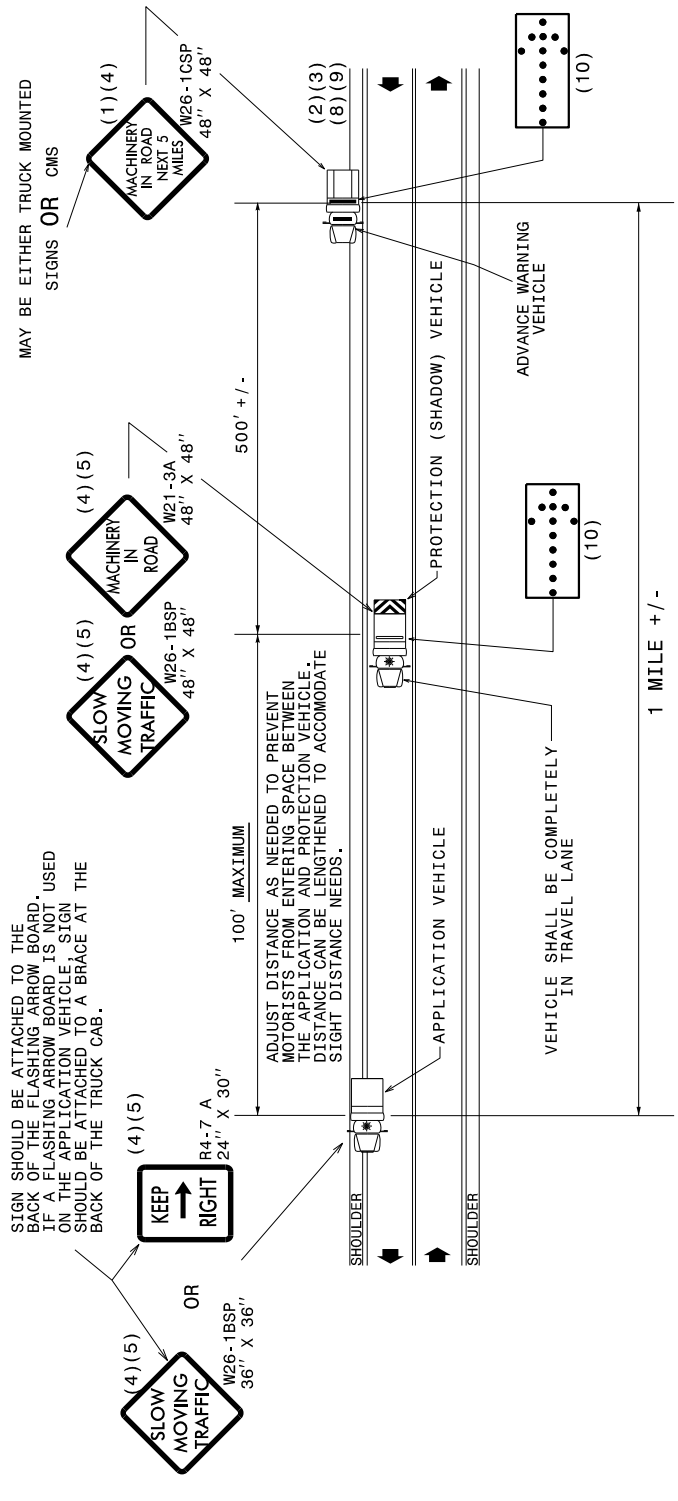
GENERAL NOTES

- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEE:
 - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
 - C. GROUND MOUNTED ADVANCE WARNING SIGNS (MUST USE NEXT 5 MILES' AND MAKE CIRCLE TO PICK UP SIGNS)
 - D. STATIONARY CHANGEABLE MESSAGE SIGN (CMS) (MUST USE NEXT 5 MILES' AND MAKE CIRCLE TO PICK UP CMS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD BE APPROXIMATELY ONE (1) MILE IN LENGTH.
- (3) IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND APPLICATION VEHICLE SHOULD NOT EXCEED 5 MILES AND SIGN W26-1CSP SHOULD READ 'MACHINERY IN ROAD NEXT 5 MILES'.
- (4) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHT BAR.
- (5) SIGN W26-1BSP OR R4-7A SHOULD BE PLACED ON FRONT OF THE APPLICATION VEHICLE AND SIGN W26-1BSP OR W21-3A ON BACK OF THE PROTECTION VEHICLE IN TWO-LANE, TWO-WAY TRAFFIC SO VEHICLE APPROACHING FROM THE FRONT AND REAR ARE NOTIFIED OF OPERATION.

- (6) IF A LEAD VEHICLE IS ADDED TO OPERATION, IT SHOULD HAVE THE SAME ADVANCE WARNING SIGNS AS THE APPLICATION VEHICLE SHOWN BELOW.
- (7) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.
- (8) USE WARNING LIGHTS WITH AT LEAST 50% BEING AMBER IN COLOR ATTACHED TO THE VEHICLE AS HIGH AS POSSIBLE AND IN A MANNER SUCH THAT THEY ARE NOT OBSCURED BY EQUIPMENT OR SUPPLIES. VEHICLE HAZARD SIGNALS OR LIGHTS MAY BE USED TO SUPPLEMENT THIS REQUIREMENT. THIS REQUIREMENT APPLIES TO ALL WORK VEHICLES AND EQUIPMENT NOT INSIDE A LANE CLOSURE OR BEHIND A BARRIER. THIS REQUIREMENT DOES NOT APPLY TO DUMP TRUCKS, BUT IS ENCOURAGED.
- (9) USE OF CMS'S ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (10) USE A TYPE "B" FLASHING ARROW BOARD.
 - PANEL TYPE MIN. SIZE
 - B 60" X 30"
- (11) IF 43" X 73" CMS IS USED, LETTER HEIGHT MUST BE 18".

LEGEND

- K PORTABLE SIGN
- ➔ DIRECTION OF TRAFFIC FLOW
- 🚛 APPLICATION VEHICLE WITH ROTATING BEACON
- 🚛 PROTECTION VEHICLE WITH TRUCK MOUNTED IMPACT ATTENUATOR (TMIA) AND FLASHING BEACON (SEE ROADWAY STANDARD NO. 1168-01)
- 🚛 ADVANCE WARNING VEHICLE i.e.g. PICKUP TRUCK WITH MOUNTED SIGN
- ⋮ FLASHING ARROW BOARD, TYPE "B"



MOVING OPERATION CARAVAN

(OPERATIONS TRAVELING 3 MPH OR FASTER)




SPRAYING TWO-LANE TWO-WAY ROADWAYS WITH ADT GREATER THAN 5000

GENERAL NOTES

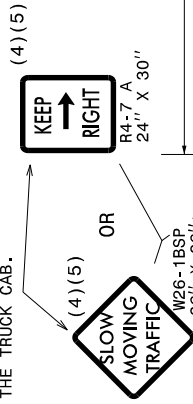
- (1) THE FOLLOWING OPTIONS MAY BE USED AS THE FIRST ADVANCE WARNING THE MOTORISTS SEE:
 - A. TRUCK MOUNTED ADVANCE WARNING SIGNS
 - B. MOVING CHANGEABLE MESSAGE SIGN (CMS)
 - C. GROUND MOUNTED ADVANCE WARNING SIGNS (W26-1CSP) (MUST USE NEXT 5 MILES' AND MAKE CIRCLE TO PICK UP SIGNS)
 - D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS) (MUST USE NEXT 5 MILES' AND MAKE CIRCLE TO PICK UP CMS)
- (2) TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD BE APPROXIMATELY ONE (1) MILE IN LENGTH.
- (3) IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND APPLICATION VEHICLE SHOULD NOT EXCEED 5 MILES AND SIGN W21-3BSP SHOULD READ 'MACHINERY IN ROAD NEXT 5 MILES'.
- (4) SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR WARNING LIGHTS.
- (5) SIGN W26-1BSP OR R4-7A SHOULD BE PLACED ON FRONT OF THE APPLICATION VEHICLE AND SIGN W26-1BSP OR W21-3A ON BACK OF THE PROTECTION VEHICLE IN TWO-LANE, TWO-WAY TRAFFIC SO VEHICLE APPROACHING FROM THE FRONT AND REAR ARE NOTIFIED OF OPERATION.
- (6) IF A LEAD VEHICLE IS ADDED TO OPERATION, IT SHOULD HAVE THE SAME ADVANCE WARNING SIGNS AS THE APPLICATION VEHICLE SHOWN BELOW.
- (7) RADIO COMMUNICATION BETWEEN VEHICLES IS RECOMMENDED.
- (8) USE WARNING LIGHTS WITH ATLEAST 50% BEING AMBER IN COLOR ATTACHED TO THE VEHICLE AS HIGH AS POSSIBLE AND IN A MANNER SUCH THAT THEY ARE NOT OBSCURED BY EQUIPMENT OR SUPPLIES. VEHICLE HAZARD SIGNALS OR LIGHTS MAY BE USED TO SUPPLEMENT THIS REQUIREMENT. THIS REQUIREMENT APPLIES TO ALL WORK VEHICLES AND EQUIPMENT NOT INSIDE A LANE CLOSURE OR BEHIND A BARRIER. THIS REQUIREMENT DOES NOT APPLY TO DUMP TRUCKS, BUT IS ENCOURAGED.
- (9) USE OF CMS'S ARE OPTIONAL WITH ADVANCED WARNING VEHICLES.
- (10) USE A TYPE "B" FLASHING ARROW BOARD.

PANEL TYPE	MIN. SIZE
B	60"X30"
- (11) IF 43" X 73" CMS IS USED, LETTER HEIGHT MUST BE 18".

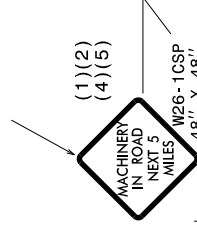
LEGEND

- K PORTABLE SIGN
- ➔ DIRECTION OF TRAFFIC FLOW
-  APPLICATION VEHICLE WITH ROTATING BEACON
-  ADVANCE WARNING VEHICLE IN POSITION FLOPPY TRUCK WITH MOUNTED SIGN
-  FLASHING ARROW BOARD, TYPE "B" CAUTION MODE

SIGN SHOULD BE ATTACHED TO THE BACK OF THE FLASHING ARROW BOARD. IF A FLASHING ARROW BOARD IS NOT ON THE APPLICATION VEHICLE, SIGN SHOULD BE ATTACHED TO A BRACE AT THE BACK OF THE TRUCK CAB.

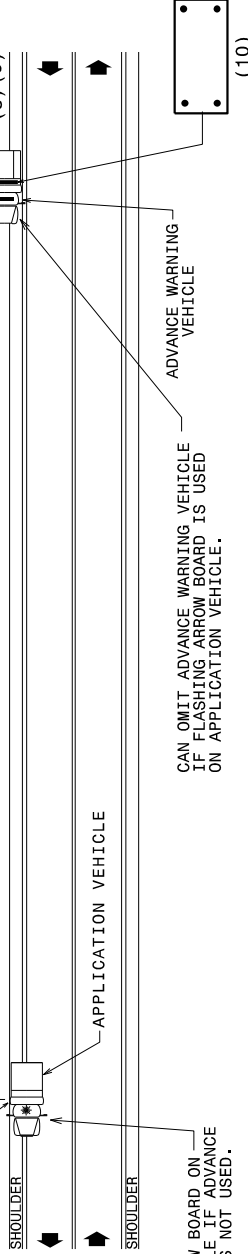


MAY BE EITHER TRUCK MOUNTED SIGNS OR CMS



IF GROUND MOUNTED SIGNS ARE USED, A VEHICLE WITH FLASHING ARROW BOARD (CAUTION MODE) MUST STILL BE USED.

ADJUST DISTANCE AS NEEDED BETWEEN THE ADVANCE WARNING AND APPLICATION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.



USE FLASHING ARROW BOARD ON APPLICATION VEHICLE IF ADVANCE WARNING VEHICLE IS NOT USED.

CAN OMIT ADVANCE WARNING VEHICLE IF FLASHING ARROW BOARD IS USED ON APPLICATION VEHICLE.

MOVING OPERATION CARAVAN

(OPERATIONS TRAVELING 3 MPH OR FASTER)
SPRAYING TWO-LANE TWO-WAY ROADWAYS
 WITH ADT LESS THAN OR EQUAL TO 5000

ADDENDUM(S)

SPD 25-100

(3-3-2014)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

AWARD LIMITS ON MULTIPLE PROJECTS (PAPER BIDS):

(4-9-13)

103-4(B)

SPD 25-200

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)
(Project Number)	(County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Department will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department.

**Signature of Authorized Person

**Only those persons authorized to sign bids in accordance with Subarticle 102-8(A)(8) of the 2012 Standard Specifications shall be authorized to sign this form.

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: _____

**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 bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ Print or type Signer's name

_____ Print or type Signer's name

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: _____

**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: _____

**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 bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____ Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____ Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

_____ Address as Prequalified

_____ Signature of Witness or Attest	By	_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal

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: _____

**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: _____

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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

**North Carolina Department of Transportation
PURCHASE ORDER CONTRACT BID FORM**

Work Order: 5.103211, 5.203211, 5.103911, 5.203911, 5.107311, 5.207311

Description: ANNUAL NEEDS FOR ON-CALL LITTER PICKUP

County: DURHAM, GRANVILLE AND PERSON

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	LITTER CLEAN UP, MULTILANE DIVIDED	350	SMI		
2	SP	LITTER CLEAN UP, 2 LANE 2 WAY, ADT OVER 4000	700	SMI		
3	SP	LITTER CLEAN UP, 2 LANE 2 WAY, ADT UNDER 4000	1,350	SMI		

TOTAL BID FOR PROJECT: _____