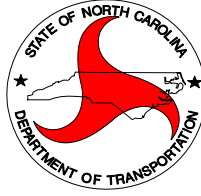


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FIVE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBERS: Various
CONTRACT: D5POC045
ROUTE: Various
COUNTIES: Durham and Wake
DESCRIPTION: Annual Needs for Graffiti Removal
BID OPENING: 2:00 p.m., Wednesday, August 23, 2017

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. THESE LAWS REQUIRE THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR GENERAL CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

Bid bonds are not required on this project.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
ATTENTION: Robbie N. Weisz, PE
2612 NORTH DUKE STREET
DURHAM, NC 27704**

PURCHASE ORDER CONTRACT 5

STANDARD PROVISIONS 5

 GENERAL 5

 SMALL BUSINESS ENTERPRISE PROGRAM..... 5

 NON—EXCLUSIVE CONTRACT 5

 CONTRACT TIME AND LIQUIDATED DAMAGES..... 5

 TERM OF THE CONTRACT 6

 INTERMEDIATE CONTRACT TIME NUMBER (1) AND LIQUIDATED DAMAGES..... 6

 INTERMEDIATE CONTRACT TIME NUMBER (2) AND LIQUIDATED DAMAGES..... 7

 INTERMEDIATE CONTRACT TIME NUMBER (3) AND LIQUIDATED DAMAGES..... 9

 INTERMEDIATE CONTRACT TIME NUMBER (4) AND LIQUIDATED DAMAGES... 10

 INTERMEDIATE CONTRACT TIME NUMBER (5) AND LIQUIDATED DAMAGES... 10

 NO MAJOR CONTRACT ITEMS 11

 NO SPECIALITY ITEMS..... 11

 AUTHORITY OF THE ENGINEER..... 11

 TRAFFIC CONTROL AND WORK ZONE SAFETY 11

 SAFETY AND ACCIDENT PROTECTION 12

 SAFETY VESTS 12

 INSPECTION..... 12

 PROSECUTION AND PROGRESS 12

 SUPERVISION BY CONTRACTOR 13

 CONTRACT PAYMENT AND PERFORMANCE BOND 13

 LIABILITY INSURANCE 13

 BANKRUPTCY..... 13

 SUBLETTING OF CONTRACT..... 14

 DEFAULT OF CONTRACT 14

 PROMPT PAYMENT 14

 PAYMENT AND RETAINAGE..... 14

 AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS 15

 BANKRUPTCY..... 16

 DRIVEWAYS AND PRIVATE PROPERTY 16

 DEBARMENT STATEMENT 16

 INDEMNIFICATION..... 16

 POSTED WEIGHT LIMITS 17

 RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:..... 17

 OUTSOURCING OUTSIDE THE USA 17

 GIFTS FROM VENDORS AND CONTRACTORS 18

 EMPLOYMENT 18

 STATE HIGHWAY ADMINISTRATOR TITLE CHANGE..... 19

SPECIAL PROVISIONS 20

 PRIVATE PROPERTY 20

 EROSION, SILTATION, AND POLLUTION CONTROL..... 20

 WORK SITE CLEANUP 20

 NOTIFICATION OF WORK 20

 GRAFFITI REMOVAL 20

 RESTORATION 22

 PROTECTIVE COATING 23

 REMOVAL OF PAINT ON CONCRETE SURFACES 24

 MECHANICAL AERIAL DEVICE..... 25

 TRAFFIC CONTROL..... 25

 WORK ZONE SIGNING 26

 REQUEST FOR GRAFFITI REMOVAL WORK AND MOBILIZATION 26

 REQUEST FOR REMOVAL OF PAINT ON CONCRETE SURFACE REMOVAL WORK AND MOBILIZATION..... 27

 24 HOUR EMERGENCY MOBILIZATION 27

 NIGHTTIME MOBILIZATION..... 27

TOLL FACILITY REIMBURSEMENT 27
TOLL TRAFFIC COORDINATION..... 28
ERRATA..... 28
PLANT AND PEST QUARANTINES 29
MINIMUM WAGES..... 30
AWARD OF CONTRACT 31
ON-THE-JOB TRAINING..... 36

- ADDENDUM(S)**
AWARD LIMITS ON MULTIPLE PROJECTS (PAPER BIDS)
EXECUTION OF BID AND NON COLLUSION AFFIDAVIT
PURCHASE ORDER CONTRACT BID FORM
NCDOT POWER LINE SAFETY

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 may cause the bid to be considered irregular and may 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, August 23, 2016.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

Quotation for Annual Needs for Graffiti Removal in Durham and Wake Counties to be opened at 2:00 p.m., on Wednesday, August 23, 2017.

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

**North Carolina Department Of Transportation
ATTENTION: Robbie N. Weisz, PE
2612 North Duke Street
Durham, NC 27704**

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for annual needs for graffiti removal within the right of way of various highway facilities in Durham and Wake Counties. This work includes removal of graffiti on various surfaces using appropriate methods, paint removal, paint restoration without removal and after removal and treatment with protective coating, as directed the Engineer. The Contractor shall be responsible for providing equipment and materials and performing all work including a mechanical lift device and traffic control as needed.

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

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.

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.

NON—EXCLUSIVE CONTRACT

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

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is September 27, 2017. The Contractor may **NOT** begin work prior to this date. If the Contractor begins work prior to the date of availability, the

Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

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

The completion date for this project is September 26, 2018 or at the limit of \$500,000 dollars per year. The Contractor shall submit his bid for one year.

TERM OF THE CONTRACT

The Contractor shall submit his 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 year total). The year for the renewal periods shall begin January 1 and end December 31 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 October 1 if the contract may be extended. The Contractor must notify the Engineer in writing by October 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 NUMBER (1) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor **shall not close or narrow a lane of traffic on ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES** during the following time restrictions or as directed by the Engineer:

ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

In addition, the Contractor shall not close or narrow a lane of traffic or shoulder on **ALL ROUTES EXCEPT INTERSTATE AND TOLL FACILITIES**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4 p.m.** December 31st and **9 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **4 p.m.** Thursday and **9 a.m.** Monday.

4. For **Memorial Day**, between the hours of **4 p.m.** Friday and **9 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **4 p.m.** the day before Independence Day and **9 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4 p.m.** the Thursday before Independence Day and **9 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **4 p.m.** Friday and **9 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4 p.m.** Tuesday and **9 a.m.** Monday.
8. For **Christmas**, between the hours of **4 p.m.** the Friday before the week of Christmas Day and **9 a.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

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

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing pattern.

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per fifteen minutes or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER (2) AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not **close or narrow a lane of traffic on INTERSTATE FACILITIES** during the following time restrictions or as directed by the Engineer:

INTERSTATE FACILITIES

MONDAY THRU SUNDAY 6:00 A.M. TO 9:00 P.M.

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to existing traffic pattern. The Contractor shall not **close or narrow a shoulder on INTERSTATE FACILTIES** during the following time restrictions:

INTERSTATE FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not **close or narrow a single lane of traffic or a shoulder on TOLL FACILTIES** during the following time restrictions or as directed by the Engineer:

TOLL FACILITIES

MONDAY THRU FRIDAY 6:00 A.M. TO 9:00 A.M.
MONDAY THRU FRIDAY 4:00 P.M. TO 7:00 P.M.

In addition, with the **exception for emergency notifications, as directed by the Engineer**, the Contractor shall not close or narrow a lane of traffic on **INTERSTATE AND TOLL FACILITIES** detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 a.m.** December 31st and **9:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **9:00 p.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **9:00 p.m.** Tuesday.
5. For **Independence Day**, between the hours of **6:00 a.m.** the day before Independence Day and **9:00 p.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 a.m.** the Thursday before Independence Day and **9:00 p.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **9:00 p.m.** Tuesday.

7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **9:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:00 a.m.** the Friday before the week of Christmas Day and **9:00 p.m.** the following Tuesday after the week of Christmas Day.
9. For events that are significant traffic generators from one (1) hour before the event to one (1) hour after the end of the event, as directed by the Engineer.

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

The time of availability for this intermediate contract work shall be the time the NCDOT and/or their Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed above.

The completion time for this intermediate contract work shall be the time the NCDOT and/or their Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the **existing traffic** pattern.

The liquidated damages are **One Thousand Dollars (\$1,000.00)** per **fifteen** minutes or portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER (3) AND LIQUIDATED DAMAGES

The Contractor, as directed by the Engineer, shall remove **graffiti** at the specified location.

The time of availability for this intermediate contract time will be the **day** and **time** that the Contractor receives notification to perform the work.

At the time the Division makes a request for graffiti removal, the Contractor will have a maximum of **48 hours** to mobilize necessary resources and complete removal at the site. If this requirement is not met, the Contractor will be subject to liquidated damages as specified in this contract proposal.

If restoration and/or protective coatings are required in addition to the removal, the Contractor must complete all work within fourteen (14) calendar days from the date of notification by the Department. If this requirement is not met, the Contractor will be subject to liquidated damages as specified in this contract proposal.

Liquidated damages for this contract are Two Hundred Fifty Dollars (\$250.00) per calendar day for failure to complete graffiti removal work within forty eight (48) hours from the time of notification.

Liquidated damages for this contract are Two Hundred Fifty Dollars (\$250.00) per

calendar day for failure to complete restoration and/or protective coating work within fourteen (14) calendar days from the date of notification.

INTERMEDIATE CONTRACT TIME NUMBER (4) AND LIQUIDATED DAMAGES

The Contractor, as directed by the Engineer, shall remove profane **graffiti** on an **emergency** basis.

The time of availability for this intermediate contract time will be the **day** and **time** that the Contractor receives notification to perform the work.

At the time the Division makes an **emergency** request for graffiti removal, the Contractor will have a maximum of **24 hours** to mobilize necessary resources and complete removal at the site. If this requirement is not met, the Contractor will be subject to liquidated damages as specified in this contract proposal.

If restoration and/or protective coatings are required in addition to the removal, the Contractor must complete all work within fourteen (14) calendar days from the date of notification by the Department. If this requirement is not met, the Contractor will be subject to liquidated damages as specified in this contract proposal.

Liquidated damages for this contract are Four Hundred Dollars (\$400.00) per calendar day for failure to complete graffiti removal work within twenty four (24) hours from the time of emergency notification.

Liquidated damages for this contract are Two Hundred Fifty Dollars (\$250.00) per calendar day for failure to complete restoration and/or protective coating work within fourteen (14) calendar days from the date of emergency notification.

INTERMEDIATE CONTRACT TIME NUMBER (5) AND LIQUIDATED DAMAGES

The Contractor, as directed by the Engineer, shall remove paint on concrete surfaces at the specified location. Refer to Removal of Paint on Concrete Surfaces provision, paint will be considered the original paint applied during construction of the Turnpike on concrete barrier rails at bridge locations on or over the toll facilities as specified by the Engineer.

The time of availability for this intermediate contract time will be the **day** and **time** that the Contractor receives notification to perform the work.

At the time the Division makes a request for removal of paint on concrete surfaces, the Contractor will have a maximum of **14 days** to mobilize necessary resources and complete removal at the site. If this requirement is not met, the Contractor will be subject to liquidated damages as specified in this contract proposal.

Liquidated damages for this contract are Two Hundred Fifty Dollars (\$250.00) per calendar day for failure to complete removal of paint on concrete surfaces work within fourteen (14) days from the time of notification.

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*).

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(2) of the Standard Specifications.

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 AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS

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

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer or designated representative will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of work accomplished on a frequency to be determined by the Engineer.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be

required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications

The Contractor's 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.

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

(5-20-14)

SP1 G160

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.

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.

In order to account for all sites where graffiti removal is performed, the Contractor shall keep a log and shall digitally photograph each site before and after removal. The Department will provide the log sheets. The log sheet will show the numbered site that will correspond with the photographs, date and time graffiti was removed, the location of the graffiti and the dimension of

the removal site. The Contractor shall submit the photographs to the Department electronically or on CD. Each photograph shall be numbered to correspond with the order in which the sites are entered in the log. The photographs shall be taken at an appropriate distance from the site to accurately capture the entire removal site. Each photograph must contain a consistent object to be used as a scale of reference such as a yard stick or leveling rod.

The Contractor shall submit an invoice to the Engineer's office by the fifth day of each month for the previous months work completed. **The invoice must also include the log for that month's graffiti removal and before and after photographs of the graffiti site.** Invoices that are not accompanied by the respective photographs and/log will not be paid.

All requests for payment shall be submitted to the Division Freeway Manager's Office.

**Division Freeway Manager
N.C. Department of Transportation
1533 Mail Service Center (Mail)
Raleigh, NC 27699-1533
1636 Gold Star Drive (Delivery)
Raleigh, NC 27607**

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.

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*

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.

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. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

DEBARMENT STATEMENT

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

INDEMNIFICATION

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

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

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of

Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less the legal limit. Do not exceed the posted weight limits in transporting material and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and adjust accordingly. At the Engineer's discretion haul routes may be changed if excessive damage occurs to the routes while operations are in place.

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

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

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

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

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

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

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

PRIVATE PROPERTY

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

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

Per NPDES, the Contractor shall not throw any waste material in any storm sewers or streams. The Contractor shall use biodegradable products and containment systems when working at sites adjacent to wetlands, streams and drainage features, as directed by the Engineer.

WORK SITE CLEANUP

The Contractor shall clean the work sites of all debris, waste packing material, scraps, etc. At the end of each work day the site shall be clear and clean. The Contractor shall be responsible for damage to private and/or public property resulting from the work.

NOTIFICATION OF WORK

The Contractor will be notified of work needed at the various locations by the Division Freeway Program Manager or his representative by telephone, fax or email.

The Contractor shall notify the Freeway Program Manager by phone at 919-825-2639, by fax at (919) 876-6888 by email at jmholmes@ncdot.gov when the assigned work is complete and submit an electronic or faxed time stamped photo of the completed site. The faxed or electronic photograph of the completed removal site must be received by the Engineer by the end of the next business day. All work shall be inspected and approved prior to payment.

The contractor shall only perform work at sites as directed by the Engineer.

GRAFFITI REMOVAL

The work covered by this provision consists of the removal of graffiti from within the right of way limits of the state highway system in Division Five (Durham and Wake Counties). The removal quantities indicated on the bid form are estimates for bidding purposes only and are intended to cover an entire calendar year. The actual amount may be higher or lower.

If the Contractor comes across a site that has not been reported they must contact the Department for the approval to remove the graffiti. Any graffiti cleanup without the Department's knowledge and approval will not be paid.

Each removal system to be used on the project should be pre-approved by the Engineer before use and manufacturer's guidelines should be followed for all steps of removal, including product use, application rates, washing and rinsing requirements. The Contractor shall use anti-graffiti products which are currently listed on the Department's Approved Products List or shall submit products not currently listed through the NCDOT Transportation Value Management Service Group <http://www.ncdot.gov/doh/preconstruct/altern/value/newprod/>. The Contractor shall provide manufacturer's certification for each batch and type of removal product to be used on the project. The Contractor shall also submit a one quart sample from each batch for verification testing. Submit the samples for verification testing at least 30 days prior to application. Send all samples to the attention of:

NCDOT Materials and Tests Unit
Mr. Brian Hunter, PE
1801 Blue Ridge Road
Raleigh, NC 27607

The Contractor shall keep MSDS sheets accessible at all times during application and shall be responsible for following recommendations. The Contractor with the Engineer shall determine the type of removal system to be used at each location.

Removal may involve washing and scrubbing with biodegradable soap or other approved solvent; soda, sand or water blasting and/or chemical application. Paint restoration in lieu of removal may be used at the direction of the Engineer. If, during the removal process, the Contractor damages property, the Contractor shall repair or replace these items to the satisfaction of the Engineer within forty-eight (48 hours) of notification.

The Contractor shall provide protective measures as necessary to avoid exposing vehicles on the roadways to removal chemicals and wash water.

Biodegradable products and/or wash water containment systems shall be required to be used at sites near wetlands, water bodies and drainage features, as directed by the Engineer.

BASIS OF PAYMENT

"Graffiti Removal on Block, Brick, Metal or Concrete Surface", "Graffiti Removal on Sign Sheeting Surface" and "Graffiti Removal on Coated Surface" will be measured and paid for as the actual number of square feet of graffiti at each site that the Contractor was required to remove. Measurement shall be made to the nearest whole foot. Square feet shall be calculated using the maximum height times the maximum length of the graffiti site. No additional payment will be made for multiple applications of cleaner, compensation for all applications necessary for complete removal will be included in the pay item. Removal of any vines, weeds or brush necessary to acquire access to the work area shall be included in the bid cost for this item.

Bid prices and payments will be full compensation for all work required for removal, including but not limited to furnishing of all tools, equipment, materials, cleaning supplies, protective devices, transportation, fuel, power, water and any other items necessary for the prosecution and completion of the work.

Payment will be made under:

- Graffiti Removal on Block, Brick, Metal or Concrete Surface SF**
- Graffiti Removal on Sign Sheeting Surface..... SF**
- Graffiti Removal on Coated Surface..... SF**

RESTORATION

The work covered by this provision consists of the restoration of sites using paint or stain finish. Restoration shall be used at select sites where previous removal of graffiti was performed and at sites where removal is not deemed appropriate. Restoration will only be performed at sites if directed by the Department and will not be paid at sites where damage occurred as a result of Contractor’s negligence during the removal process. The restoration quantities indicated on the bid form are estimates for bidding purposes only and are intended to cover an entire calendar year. The actual amount may be higher or lower.

The Contractor shall only perform restoration work at a site if directed by the Engineer. Any restoration work without the Department’s knowledge and approval will not be paid.

The Contractor shall match the finish to existing field colorings as closely as possible by using electronic color matching. The Contractor shall apply finish in a neat and uniform “square” or “rectangular” area, sufficient to cover the area previously removed. Color “chalking” and fading of existing colors shall be taken into consideration. The Contractor shall use finish systems that are manufactured and inspected in accordance with Section 1080 of the Standard Specifications. The Contractor shall submit all finish specifications to the Engineer prior to performing any restoration work. The Contractor with the Engineer shall determine the type of restoration finish to be used at each location. Prior to application of finish, the Contractor shall properly clean and prepare the surface per the Manufacturer’s recommendations.

The Contractor shall provide protective measures as necessary to avoid exposing vehicles on the roadways to finish products.

Biodegradable products and/or containment systems shall be required to be used at sites near wetlands, water bodies and drainage features, as directed by the Engineer.

After restoration is complete, there shall be no visible indication of previous graffiti and new finish shall closely match surrounding finish. It is the expectation of the Department that the restoration and/or coating operations should be completed within fourteen (14) work days.

BASIS OF PAYMENT

“Restoration” will be measured and paid for as the actual number of square feet of restoration at each site that the Contractor was required to perform. Measurement shall be made to the nearest whole foot. Square feet shall be calculated using the maximum height times the maximum length of the restoration site. No additional payment will be made for multiple applications of paint; compensation for all coats will be included in the pay item. Removal of any vines, weeds

or brush necessary to acquire access to the work area shall be included in the bid cost for this item.

Bid prices and payments will be full compensation for all work required for restoration, including but not limited to furnishing of all tools, equipment, materials, paint supplies, protective devices, transportation, fuel, power and any other items necessary for the prosecution and completion of the work.

Payment will be made under:

Restoration SF

PROTECTIVE COATING

The work covered by this provision consists of the placement of protective wax and resin coatings to assist in future cleaning of graffiti from within the right of way limits of the state highway system in Division Five (Durham and Wake Counties). Protective coatings will only be placed in areas of repeated graffiti activity to aid in future removal. The coating quantities indicated on the bid form are estimates for bidding purposes only and are intended to cover an entire calendar year. The actual amount may be higher or lower.

The Contractor shall only apply protective coatings at a site if directed by the Engineer. Any coating placement without the Department’s knowledge and approval will not be paid.

Before application, previously cleaned surfaces shall be completely dried, mechanical means may be required as directed by the Engineer.

Each protective coating system to be used on the project shall be pre-approved by the Engineer before application. Manufacturer’s guidelines should be followed for all steps of application, including application rates, number of coatings and drying time in between coats. If a sealer or primer is required per manufacturers’ recommendations the Contractor will be required to apply primer in addition to the protective coating. The Contractor shall use anti-graffiti coating products which are currently listed on the Department’s Approved Products List or shall submit products not currently listed through the NCDOT Transportation Value Management Service Group <http://www.ncdot.gov/doh/preconstruct/altern/value/newprod/>. The Contractor shall provide manufacturer’s certification for each batch and type of coating product to be used on the project. The Contractor shall also submit a one quart sample from each batch for verification testing. Submit the samples for verification testing at least 30 days prior to application. Send all samples to the attention of:

NCDOT Materials and Tests Unit
Mr. Brian Hunter, PE
1801 Blue Ridge Road
Raleigh, NC 27607

The Contractor shall keep MSDS sheets accessible at all times during application and shall be responsible for following recommendations. Non-sacrificial coating systems used on this project shall be warranted for a minimum of five years. The Contractor with the Engineer shall determine the type of coating system to be used at each location.

The Contractor will be required to provide protective measures as necessary to avoid exposing vehicles on the roadways to coating products.

Biodegradable products and/or containment systems shall be required to be used at sites near wetlands, water bodies and drainage features, as directed by the Engineer.

It is the expectation of the Department that the restoration and/or coating operations should be completed within one work day.

BASIS OF PAYMENT

“Protective Coating, Sacrificial” and “Protective Coating, Non-Sacrificial” will be measured and paid for as the actual number of square feet of area at each site that the Contractor was required to coat. Measurement shall be made to the nearest whole foot. No additional payment will be made for multiple applications of coating per manufacture’s specifications; compensation for all coats will be included in the pay item. Removal of any vines, weeds or brush necessary to acquire access to the work area shall be included in the bid cost for this item.

Bid prices and payments will be full compensation for all work required for coating, including but not limited to furnishing of all tools, equipment, materials, coating products, protective devices, transportation, fuel, power, water and any other items necessary for the prosecution and completion of the work.

Payment will be made under:

- Protective Coating, Sacrificial SF**
- Protective Coating, Non-Sacrificial..... SF**

REMOVAL OF PAINT ON CONCRETE SURFACES

GENERAL

This work consists of removal of the original paint applied during construction of the Turnpike for concrete surfaces on barrier rails at bridge locations on or over the toll facilities as specified by the Engineer.

PAINT REMOVAL

Contractor shall completely remove all paint from specified concrete surfaces using water blasting methods. The Contractor shall not remove concrete or materially/structurally damage the surface of the concrete during water blasting operation. The intent of this item is to remove only the paint. The existing paint is an acrylic emulsion stain.

The equipment shall be a hand held (3,500 psi minimum pressure rating and 4 gpm minimum flow rate) water-jet equipment capable of removing paint from concrete. It is recommended that

the Contractor not exceed 5,000 psi to avoid damaging concrete. Contractor is responsible for repairing any damage.

All water used shall be potable. The Contractor shall have a vacuum equipment system capable of capturing and recovering water, dust, paint and other loose material from the paint removal operation. Perform the recovery process within the same operation as removal. Should the recovery system fail, cease removal operations until the recovery system is properly operating. The Contractor is responsible for all cleanup and proper disposal of all removed debris from the project site.

BASIS OF PAYMENT

Removal of Paint on Concrete Surfaces will be paid as the actual square feet of paint removed from concrete satisfactorily removed and accepted by the Engineer. Price and payment shall be full compensation for furnishing all tools, equipment, materials, labor, protective devices, transportation, fuel, power, water and any other items or incidentals necessary to complete this work.

Payment will be made under:

Removal of Paint on Concrete Surfaces SF

MECHANICAL AERIAL DEVICE

The Contractor shall provide a mechanical aerial device capable of lifting to allow graffiti removal or paint removal up to a 30’ height. The Contractor shall adhere to OSHA Guidelines when operating in and around the aerial device. No removal, restoration or coating operations will be performed over live traffic and the Contractor will be required to provide protective measures as necessary to avoid exposing vehicles on the roadways to cleaners, paints and coating systems.

The Contractor shall use a full body harness and lanyard when working in the aerial device. The mechanical aerial device must have a minimum railing height of 42”. The Contractor shall adhere to the NCDOT Power Line Safety Guidelines when operating near utilities.

“Mechanical Aerial Device” will be measured and paid for in units of each per site where the Contractor has to utilize the lift device to aid in graffiti removal or paint removal. Payment will be full compensation for mobilization, operation, protective devices and removal of the equipment from the site. Traffic control for lane closures will be paid as provided elsewhere within this contract.

Payment will be made under:

Mechanical Aerial Device..... EA

TRAFFIC CONTROL

The Contractor shall maintain traffic, provide traffic control and conduct all phases of his work in accordance with Section 1101 of the Standard Specifications, the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), and the North Carolina Supplement to the

MUTCD. An arrow board and impact attenuator will be required for construction in multi-lane areas, and flaggers will be required for construction in two-lane travel areas.

Traffic Control may be required on Interstate and Freeway locations that constitute only a shoulder closing without full lane closure.

The nature of the work is such that the traffic control may be required to setup multiple sites within a workday. Each site will be a separate payment (per each) but if the Contractor elects to set up and take down traffic control at the same site within the same work day all traffic control will be covered by the initial payment.

“Traffic Control – Multi-Lane”, “Traffic Control – Two Lane” and “Traffic Control – Shoulder Closure” will be measured and paid for in units of each per site where the Contractor has installed traffic control. Payment will be full compensation for installation and removal of all required items.

Payment for this item will be made for as follows:

- Traffic Control – Multi-Lane..... Each**
- Traffic Control – Two-Lane..... Each**
- Traffic Control – Shoulder Closure Each**

WORK ZONE SIGNING

Where the Contractor is responsible for traffic control, signing shall be placed according to Standard 1101 as shown in the Roadway Standard Drawing and the contract plans. All work covered in this section shall be in accordance with Section 1110 of the 2006 Standard Specifications for Roads and Structures. All signing (both portable and stationary) shall be considered as incidental to the work required within the contract.

REQUEST FOR GRAFFITI REMOVAL WORK AND MOBILIZATION

The NCDOT will notify the Contractor 48 hours in advance, excluding emergency work, of each location on the state highway system where graffiti removal work is to be performed. The Contractor will have a maximum of forty eight (48) hours to mobilize necessary resources and complete removal at the work site. Failure to respond within the time frame will result in nonpayment of this item and the Contractor will be subject to liquidated damages as specified in this contract proposal.

Payment will be made for the removal/restoration item(s) that have been included in the contract. Payment for mobilization will only be made once each time the Contractor receives notice to mobilize for graffiti removal site/sites by the Engineer. Payment for mobilization will not be made when the Contractor changes from one work location to another or leaves the facility and comes back for their convenience. If “24 Hour Emergency Mobilization” or “Nighttime Mobilization” apply, payment for “Mobilization” will not be made.

Payment for this item will be made for as follows:

- Graffiti Mobilization..... Each**

**REQUEST FOR REMOVAL OF PAINT ON CONCRETE SURFACE
REMOVAL WORK AND MOBILIZATION**

The NCDOT will notify the Contractor of each location on the state highway system where removal of paint on concrete surface is to be performed. The Contractor will have a maximum of fourteen (14) days to mobilize necessary resources and complete removal at the work site. Failure to respond within the time frame will result in nonpayment of this item and the Contractor will be subject to liquidated damages as specified in this contract proposal.

Payment will be made for the paint removal item that has been included in the contract. Payment for mobilization will only be made once each time the Contractor receives notice to mobilize for paint removal on concrete surface site/sites by the Engineer. Payment for mobilization will not be made when the Contractor changes from one work location to another or leaves the facility and comes back for their convenience.

Payment for this item will be made for as follows:

Paint on Concrete Surface Removal Mobilization..... Each

24 HOUR EMERGENCY MOBILIZATION

The Contractor, as directed by the Engineer, may have to remove profane graffiti on an emergency basis. This removal may be required to be performed on weekends and holidays, as directed by the Engineer. This line item is to compensate the Contractor for the quick response and completion within twenty four (24 hours) of the emergency graffiti removal. Any work associated with the emergency graffiti removal will be paid for by items that have been included in the contract. Failure to respond within the time frame will result in non-payment of this item and the Contractor will be subject to liquidated damages as specified in this contract proposal.

Payment for this item will be made for as follows:

24 Hour Emergency Mobilization Each

NIGHTTIME MOBILIZATION

The Contractor shall include a cost for mobilizing for nighttime work. Under this item the contractor shall include the additional expenses involved in the nighttime operation. Nighttime mobilization will only be paid once per night of work even if the work includes multiple sites in one night.

Payment for this item will be made for as follows:

Nighttime Mobilization..... Each

TOLL FACILITY REIMBURSEMENT

The Contractor will be responsible for paying applicable tolls. The Department will **not** directly reimburse the Contractor for tolls paid during performance of the fence repair work as the cost of same will be considered incidental to the work being paid for under those various item(s) that have been included.

TOLL TRAFFIC COORDINATION

The Contractor shall notify the NCTA and the Traffic Management Center (TMC) at least 24 hours in advance of any traffic control installation activities. The TMC can be notified by email at ncta_tmc@ncdot.gov. The Contractor shall also contact the TMC with any updates or changes to traffic control during activities, including completion of work. The Contractor shall also keep the Freeway Program Manager notified at all activities on the toll facilities. The Freeway Program Manager can be reached at 919-825-2639.

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: $W = LD\sqrt{P} + 148,000$

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”.

PLANT AND PEST QUARANTINES

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

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 Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental	Blind, alcoholic, para-	Section 504 of the	

	impairment, permanent or temporary, or perceived.	amputee, epileptic, diabetic, arthritic	Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
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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.

ADDENDUM(S)

(3-3-2014)

SPD 25-100

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

_____ Signature of Witness By _____ 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
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**

CONTRACT: D5P0C045

Work Order: VARIOUS

Description: ANNUAL NEEDS FOR GRAFFITI REMOVAL

County: WAKE AND DURHAM

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	GRAFFITI REMOVAL ON BLOCK, BRICK, METAL OR CONCRETE SURFACE	20,000	SF		
2	SP	GRAFFITI REMOVAL ON SIGN SHEETING SURFACE	5,000	SF		
3	SP	GRAFFITI REMOVAL ON COATED SURFACE	5,000	SF		
4	SP	RESTORATION	10,000	SF		
5	SP	PROTECTIVE COATING, SACRIFICIAL	3,000	SF		
6	SP	PROTECTIVE COATING, NON-SACRIFICIAL	2,000	SF		
7	SP	MECHANICAL AERIAL DEVICE	50	EA		
8	SP	TRAFFIC CONTROL - MULTI-LANE	50	EA		
9	SP	TRAFFIC CONTROL - TWO-LANE	20	EA		
10	SP	TRAFFIC CONTROL - SHOULDER CLOSURE	40	EA		
11	SP	MOBILIZATION	24	EA		
12	SP	24 HOUR EMERGENCY MOBILIZATION	10	EA		
13	SP	NIGHTTIME MOBILIZATION	20	EA		
14	SP	REMOVAL OF PAINT ON CONCRETE SURFACES	200	SF		
15	SP	PAINT ON CONCRETE SURFACE REMOVAL MOBILIZATION	1	EA		

TOTAL BID FOR PROJECT: _____

NCDOT Power Line Safety

PRE-PLANNING—SUPERVISOR

1. LOCATE POWER LINES AND OBTAIN INFO FROM POLE.
2. CALL *811 TO DETERMINE UTILITY OWNER.
3. CALL AND EMAIL OWNER REQUESTING VOLTAGE INFORMATION
4. EVALUATE ABILITY TO WORK NEAR POWER LINES.

CHOOSE THE OPTIONS BEST SUITED FOR WORK CONDITIONS

1. OPTION 1---DE-ENERGIZE POWER LINES
2. OPTION 2---MAINTAIN 20 FOOT CLEARANCE FROM POWER LINES
3. OPTION 3--- USE TABLE A FOR MINIMUM CLEARANCE

<u>Table A – Minimum Clearance Distances</u> Voltage (nominal, kV, alternating current)	<u>Minimum clearance distance (feet)</u>
Up to 50	<u>10</u>
Over 50 to 200	<u>15</u>
Over 200 to 350	<u>20</u>
Over 350 to 1,000	<u>Consult Power Line Owner/Service</u>

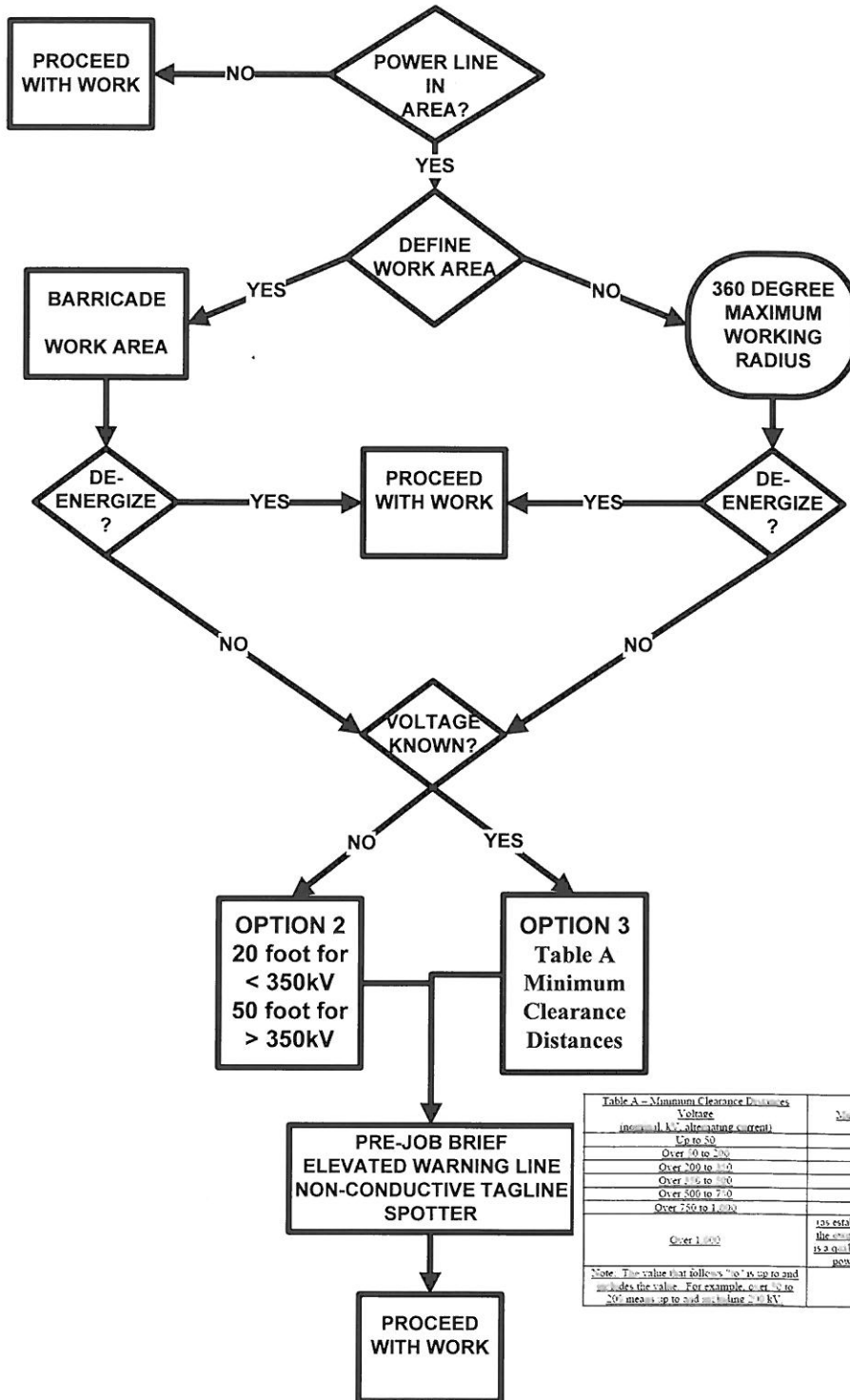
WORKING CLOSER TO POWER LINES INSIDE TABLE A MINIMUM CLEARANCES IS PROHIBITED UNLESS THE POWER LINE OWNER HAS BEEN CONSULTED AND WRITTEN PROCEDURE HAS BEEN DEVELOPED.

WORK SITE—CREW LEADER AND CRANE OPERATOR

1. PRE-JOB BRIEF TO DISCUSS PROTECTIVE MEASURES AND VOLTAGE.
2. SET-UP ELEVATED WARNING LINE.
3. USE NON-CONDUCTIVE TAGLINES AND SLINGS.
4. USE A SPOTTER TO WARN CRANE OPERATOR AND CREW.

ELEVATED WARNING LINE OPTIONS

1. OVERHEAD POWER LINES SLEEVES OVER TRAFFIC CONES.
2. NON-CONDUCTIVE POLES WITH ROPE OR RED WARNING TAPE.
3. FENCING WITH OVERHEAD POWER LINE SIGNS.



Voltage (nominal AC alternating current)	Minimum clearance distance (feet)
Up to 50	10
Over 50 to 200	15
Over 200 to 350	20
Over 350 to 500	25
Over 500 to 750	35
Over 750 to 1,000	45
Over 1,000	As established by a qualified engineer or by the owner or operator of the power line who is a qualified person with respect to electrical power transmission and distribution.

Note: The value that follows "to" is up to and includes the value. For example, over 10 to 20" means up to and including line 20 kV.