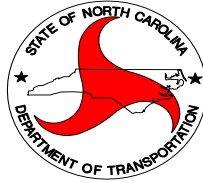


D5POC110 N/A

**1** Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties

STATE OF NORTH CAROLINA

**DEPARTMENT OF TRANSPORTATION**



DIVISION 5

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**DATE AND TIME OF BID OPENING:** October 28, 2020 AT 2:00 P.M.

**CONTRACT ID:** D5POC110

**WBS ELEMENT NO.:** Various

**FEDERAL AID NO.:** N/A

**COUNTY:** Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

**TIP NO.:** N/A

**MILES:** Various MILES

**ROUTE NO.:** Various

**LOCATION:** Various

**TYPE OF WORK:** Graffiti Removal

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**RETURN BIDS TO:**

**N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 5  
ATTN: Michael J. Biedell, PE  
1573 Mail Service Center  
Raleigh, NC 27699-1591**

**2 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**

**PROPOSAL FOR THE CONSTRUCTION OF**

**CONTRACT No. D5POC110 IN DURHAM, FRANKLIN, GRANVILLE, PERSON, VANCE, WAKE AND  
WARREN COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D5POC110**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D5POC110** in **Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

**TABLE OF CONTENTS**

**COVER SHEET**  
**PROPOSAL SHEET**

THIS CONTRACT IS FOR TIP N/A CONTRACT ID D5POC110 FOR Graffiti Removal TYPE OF WORK IN Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties.

**INSTRUCTIONS TO BIDDERS .....5**

**PROJECT SPECIAL PROVISIONS - GENERAL**

**SCOPE.....6**

**SMALL BUSINESS ENTERPRISE PROGRAM.....6**

**NON-EXCLUSIVE/NON-GUARANTEED CONTRACT.....6**

**BOND REQUIREMENTS-NO BONDS REQUIRED.....7**

**SPECIAL BID OPENING PROCEDURE .....7**

**CONTRACT TIME .....7**

**TERM OF CONTRACT .....7**

**INTERMEDIATE CONTRACT TIME 1 AND LIQUIDATED DAMAGES.....7**

**INTERMEDIATE CONTRACT TIME 2 AND LIQUIDATED DAMAGES.....9**

**INTERMEDIATE CONTRACT TIME 3 AND LIQUIDATED DAMAGES.....10**

**INTERMEDIATE CONTRACT TIME 4 AND LIQUIDATED DAMAGES.....11**

**INTERMEDIATE CONTRACT TIME 5 AND LIQUIDATED DAMAGES.....12**

**NO MAJOR CONTRACT ITEMS .....12**

**NO SPECIALITY ITEMS.....12**

**FUEL PRICE ADJUSTMENT .....12**

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS .....13**

**AUTHORITY OF THE ENGINEER .....13**

**PROSECUTION AND PROGRESS .....13**

**SUPERVISION BY CONTRACTOR.....14**

**SAFETY AND ACCIDENT PROTECTION .....14**

**DRIVEWAYS AND PRIVATE PROPERTY .....14**

**SAFETY VESTS .....14**

**INSPECTION.....15**

**CONTRACT PAYMENT AND PERFORMANCE BOND .....15**

**BANKRUPTCY.....15**

**SUBLETTING OF CONTRACT .....15**

**DEFAULT OF CONTRACT .....15**

**PROMPT PAYMENT .....15**

**PAYMENT AND RETAINAGE.....16**

**TOLL FACILITY REIMBURSEMENT .....17**

**TOLL TRAFFIC COORDINATION.....17**

**USE OF UNMANNED AIRCRAFT SYSTEM (UAS).....17**

**OUTSOURCING OUTSIDE THE USA .....17**

**PROJECT SPECIAL PROVISIONS - ROADWAY**

**BURNING RESTRICTIONS.....R-1**

**EROSION, SILTATION, AND POLLUTION CONTROL .....R-1**

**WORK SITE CLEANUP .....R-1**

**GRAFFITI REMOVAL .....R-1**

**PAINT REMOVAL .....R-3**

**RESTORATION .....R-4**

**PROTECTIVE COATING .....R-5**

**MECHANICAL AERIAL DEVICE .....R-7**

**REQUEST FOR GRAFFITI REMOVAL WORK AND MOBILIZATION.....R-7**

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

**4 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**

**MOBILIZATION.....R-8**  
**24 HOUR EMERGENCY MOBILIZATION.....R-8**  
**NIGHTTIME MOBILIZATION.....R-8**  
**TRAFFIC CONTROL AND WORK ZONE SAFETY.....R-9**  
**WORK ZONE SIGNING.....R-9**  
**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS.....SSP-1**  
**ERRATA.....SSP-2**  
**PLANT AND PEST QUARANTINES.....SSP-3**  
**MINIMUM WAGES.....SSP-4**  
**TITLE VI AND NONDISCRIMINATION.....SSP-5**  
**ON-THE-JOB TRAINING.....SSP-12**

- LISTING OF MBE/WBE SUBCONTRACTORS**
- ADDENDUMS**
- AWARD LIMITS ON MULTIPLE PROJECTS**
- EXECUTION OF BID**
- BID FORM**

**5 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**

**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 TWO 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, Debarment 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.
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 ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION CONTRACT ENGINEERS OFFICE, LOCATED AT 1020 Birch Ridge Dr., Raleigh, NC 27610, BY 2:00 P.M. ON, October 28, 2020.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – D5POC110 TO BE OPENED AT 2:00 P.M. ON, October 28, 2020.**

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

**N. C. DEPARTMENT OF TRANSPORTATION  
ATTN: Michael J. Biedell, PE  
1573 Mail Service Center  
Raleigh, NC 27699-1591**

**6 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**  
**PROJECT SPECIAL PROVISIONS**

**GENERAL**

**SCOPE**

This contract is for annual needs for graffiti removal within the right of way of various highway facilities in Wake, Durham, Granville, Vance, Warren, Franklin, and Person County. 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 *2018 Standard Specifications for Roads and Structures*, the North Carolina Department of Transportation *2018 Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*, with the exception that bid bonds are not required.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2018 Standard Specifications*.

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

**This contract shall be bid by certified small business contractors only who are approved 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 / NON-GUARANTEED 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, nor does it guarantee work. 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.

**BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the 2018 Standard Specifications for Roads and Structures are waived for this project. No bonds required.

**SPECIAL BID OPENING PROCEDURE:**

Due to current policies in place related to Covid 19, Contractors are not allowed to attend the Bid Opening in person and will not be admitted entry into Department buildings. A Conference Call number has been set up for Contractors who wish to listen to the Bid results as they are read:

Phone Number: (919) 662-4554

**CONTRACT TIME**

**The date of availability for this project is December 1, 2020.**

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 November 30, 2021 or at the limit of \$500,000 dollars per year.**

**TERM OF THE CONTRACT**

The bid submitted by the contractor shall be for a one-year term. At the option of the Department, the contract may be extended for two (2) additional one (1) year terms for a maximum of three (3) total years. The Engineer will notify the Contractor in writing Two (2) months prior to the contract completion date if the contract may be extended. The Contractor must inform the Engineer in writing within a period of 3 weeks of his intention to accept or reject the contract extension offer. Any deviation by the Contractor of the above requirements will result in rejection of the 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**

## **8 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties**

**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.



## **9 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties**

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 associated with this Intermediate Contract Time 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 FACILITIES** 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 FACILITIES** 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**

**10 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**

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 associated with this Intermediate Contract Time 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.

# 11 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

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 associated with this Intermediate Contract Time 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 and 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 associated with this Intermediate Contract Time 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 and 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.**

**12 Durham, Franklin, Granville, Person,  
Vance, Wake and Warren Counties**

**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 SPECIALTY 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 *2018 Standard Specifications*).

**FUEL PRICE ADJUSTMENT:**

(11-15-05) (Rev. 2-18-14) 109-8 SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **1.1914** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	2.90

# 13 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
___ " Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ___ " Pavement	Gal/SY	0.245

## **SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2021	(7/01/20 - 6/30/21)	<b>50%</b> of Total Amount Bid
2022	(7/01/21 - 6/30/22)	<b>50%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

## **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.

## **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 *2018 Standard Specifications for Roads and Structures* and as directed by the Engineer.

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

## **14 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties**

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.

### **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the *2018 Standard Specifications for Roads and Structures*, 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.

### **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.

### **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.**

# 15 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

## **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.

## **CONTRACT PAYMENT AND PERFORMANCE BOND**

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

## **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

## 16 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

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 as follows:

#### **Toll Roads**

**Triangle Expressway Maintenance Engineer  
1301 Blue Ridge Road  
Raleigh, NC 27606**

#### **Non-Toll Roads**

**NCDOT Division 5  
Assistant Division Maintenance Engineer  
2612 North Duke Street  
Durham, NC 27704**

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



## 17 Durham, Franklin, Granville, Person, Vance, Wake and Warren Counties

### **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 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 keep the Traffic Management Center (TMC) notified of all activities. The TMC can be reached by phone at 919-825-2700, or by email at [ncta\\_tmc@ncdot.gov](mailto: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 Triangle Expressway Maintenance Engineer notified at all activities on the toll facilities. The Triangle Expressway Maintenance Engineer can be reached at 910-891-8399.

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

### **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.

**PROJECT SPECIAL PROVISIONS****ROADWAY****BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

**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 *2018 Standard Specifications for Roads and Structures*. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of *2018 Standard Specifications for Roads and Structures*, 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 workday 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 appropriate NCDOT Engineer or his representative by telephone or email.

The Contractor shall notify said NCDOT Engineer, or his representative, 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**

**RW-2 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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 (Wake, Durham, Granville, Vance, Warren, Franklin, and Person County). 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.

**RW-3 Durham, Franklin, Granville, Person Vance, Wake and Warren Counties**

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**

**PAINT REMOVAL**

The work covered by this provision consists of the removal of paint from within the right of way limits of the state highway system in Division Five (Wake, Durham, Granville, Vance, Warren, Franklin, and Person County). 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 paint. Any paint 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 paint removal 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

**RW-4 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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**

“Paint on Concrete Surface Removal”, will be measured and paid for as the actual number of square feet of paint 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 paint 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:

**Paint on Concrete Surface Removal .....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.**

**RW-5 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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) workdays.

**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 (Wake, Durham, Granville, Vance, Warren, Franklin, and Person County). Protective coatings will only be placed in areas of repeated graffiti activity to aid in future removal.

**RW-6 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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 workday.

**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

**RW-7 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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**

**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**

**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**

**TRAFFIC CONTROL AND WORK ZONE SAFETY**

The Contractor shall maintain traffic during work and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation *2018 Standard Specifications for Roads and Structures*, 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.

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 *2018 Standard Specifications for Roads and Structures*.

Payment for this item will be made for as follows:

<b>Traffic Control – Multi-Lane</b> .....	<b>Each</b>
<b>Traffic Control – Two-Lane</b> .....	<b>Each</b>
<b>Traffic Control – Shoulder Closure</b> .....	<b>Each</b>

**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 2018 Standard Specifications for Roads and Structures. All signing (both portable and stationary) shall be considered as incidental to the work required within the contract.

**STANDARD SPECIAL PROVISION**  
**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(D) of the *2018 Standard Specifications*.

**STANDARD SPECIAL PROVISION**

**ERRATA**

(10-16-18) (Rev.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

**Page 7-27, Article 725-1 MEASUREMENT AND PAYMENT, line 4,** replace article number “725-1” with “724-4”.

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number “1080-83” with “1080-13”.

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES**

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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

**STANDARD SPECIAL PROVISION**

**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.

**STANDARD SPECIAL PROVISION****TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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

**(e) Sanctions for Noncompliance:**

**SSP-6 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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

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

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

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

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

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

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



**SSP-7 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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

## SSP-8 Durham, Franklin, Granville, Person Vance, Wake and Warren Counties

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

6. Complaint Basis

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

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

**(3) Pertinent Nondiscrimination Authorities**

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

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

**(4) Additional Title VI Assurances**

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

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

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

## **SSP-10 Durham, Franklin, Granville, Person Vance, Wake and Warren Counties**

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

## SSP-11 Durham, Franklin, Granville, Person Vance, Wake and Warren Counties

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION****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

**SSP-14 Durham, Franklin, Granville, Person  
Vance, Wake and Warren Counties**

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.



**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

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

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

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

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

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

**LISTING OF MBE/WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**ADDENDUM(S)**

ADDENDUM #1

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_  
(SIGNATURE)

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

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 than the above stipulated award limits, the Board of Transportation 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 of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**EXECUTION OF BID**

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

**CORPORATION**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full name of Corporation

---

Address as Prequalified

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

---

Print or type Signer's name

---

Print or type Signer's name

**CORPORATE SEAL**

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of  
Partnership

---

Address as  
Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

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

---

Print or Type Signer's Name

---

Print or Type Signer's Name





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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_

Individual Name

Trading and Doing Business As

\_\_\_\_\_

Full name of Firm

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

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

\_\_\_\_\_  
Signature of Prequalified Bidder, Individual

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

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_

Print or Type Name

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

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

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

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

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

## DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

Conditions for certification:

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

## DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.
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**North Carolina Department of Transportation  
PURCHASE ORDER CONTRACT BID FORM**

Work Order: 0

Description: Graffiti Removal

County: Wake, Durham

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE (\$)	AMOUNT BID (\$)
1	SP	GRAFFITI REMOVAL ON BLOCK, BRICK, METAL OR CONCRETE SURFACE	10,000	SF		
2	SP	GRAFFITI REMOVAL ON SIGN SHEETING SURFACE	4,000	SF		
3	SP	GRAFFITI REMOVAL ON COATED SURFACE	4,000	SF		
4	SP	PAINT ON CONCRETE SURFACE REMOVAL	2,000	SF		
5	SP	RESTORATION	6,000	SF		
6	SP	PROTECTIVE COATING, SACRIFICIAL	2000	SF		
7	SP	PROTECTIVE COATING, NON-SACRIFICIAL	1000	SF		
8	SP	MECHANICAL AERIAL DEVICE	30	EA		
9	SP	TRAFFIC CONTROL - MULTI-LANE	30	EA		
10	SP	TRAFFIC CONTROL - TWO-LANE	15	EA		
11	SP	TRAFFIC CONTROL - SHOULDER CLOSURE	20	EA		
12	SP	GRAFFITI MOBILIZATION	15	EA		
13	SP	24 HOUR EMERGENCY MOBILIZATION	10	EA		
14	SP	NIGHTTIME MOBILIZATION	15	EA		
15	SP	PAINT ON CONCRETE SURFACE REMOVAL MOBILIZATION	10	EA		

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