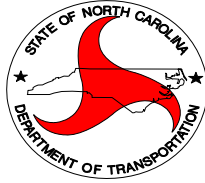


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 7

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: APRIL 5, 2018 AT 2:00 P.M.

MANDATORY PRE-BID MEETING: MARCH 21, 2018 AT 9:30 A.M.

CONTRACT ID: D7POC233

WBS ELEMENT NO.: 7RE.104117, 7RE.204117

COUNTY: GUILFORD COUNTY

TYPE OF WORK: LITTER AND DEBRIS REMOVAL AND RECYCLING ON
PRIMARY AND SECONDARY ROADS IN WESTERN
GUILFORD COUNTY

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: CAROLYN T. HUSKINS
1584 YANCEYVILLE STREET
GREENSBORO, NC 27405

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. D7POC233 IN GUILFORD COUNTY, 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. **D7POC233**; 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 further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC233** in **Guilford County**, 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

TABLE OF CONTENTS.....	3
MANDATORY PRE-BID CONFERENCE (Prequalifying To Bid):.....	5
INSTRUCTIONS TO BIDDERS.....	6
PROJECT SPECIAL PROVISIONS - GENERAL.....	7
GENERAL.....	7
DIVISION LET CONTRACT PREQUALIFICATION - SBE:.....	7
BOND REQUIREMENTS – No Bonds Required.....	7
CONTRACT TIME AND LIQUIDATED DAMAGES:.....	7
TERM OF CONTRACT.....	8
BASIS OF AWARD.....	8
ENGINEERING AND INSPECTION.....	8
MOBILIZATION AND NOTIFICATION OF OPERATIONS:.....	8
PROSECUTION AND PROGRESS:.....	9
COOPERATION WITH STATE FORCES:.....	9
NO MAJOR CONTRACT ITEMS:.....	9
NO SPECIALTY ITEMS:.....	9
SUBSURFACE INFORMATION:.....	9
OUTSOURCING OUTSIDE THE USA:.....	10
AWARD OF CONTRACT.....	10
PROJECT SPECIAL PROVISIONS.....	10
LITTER/DEBRIS REMOVAL AND RECYCLING.....	10
REPORTING AND DOCUMENTATION.....	14
HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL.....	15
EROSION CONTROL:.....	15
SUPERVISION BY CONTRACTOR.....	15
EQUIPMENT REQUIREMENTS.....	15
TRAFFIC CONTROL AND WORK ZONE SAFETY.....	17
STANDARD SPECIAL PROVISIONS.....	18
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS.....	18
ERRATA.....	18
PLANT AND PEST QUARANTINES.....	19
MINIMUM WAGES.....	20
ON-THE-JOB TRAINING.....	20
COMPENSATION.....	23
ADDENDA.....	24
ITEMIZED PROPOSAL FOR CONTRACT D7POC233.....	25
EXECUTION OF BID.....	26
DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER.....	32
EXECUTION OF CONTRACT.....	34
APPENDIX – INITIAL LITTER PICK-UP LIST.....	35
APPENDIX – ROUTINE PICK-UP LIST.....	38

LITTER/DEBRIS REMOVAL AND RECYCLING REPORT..... 40

PRE-BID CONFERENCE (Prequalifying To Bid):

(7-18-06) (Rev. 3-25-13)

SPD 01-300

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at:

NCDOT Division 7 Office
1584 Yanceyville Street
Greensboro, NC 27405

The Mandatory Pre-Bid Conference will be held at 9:30 A.M. March 21, 2018 in the Program Management Conference room.

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc. The meeting will begin promptly at 9:30 A.M. Proposals received from Contractors who arrive after 9:30 A.M. will not be considered.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents and his or her email address.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.
- (E) **Pre-bid participants SHALL bring a copy of the PROPOSAL with them to the meeting and be familiar with its contents.**

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference. The Contractor SHALL download and print the bid package and review the document thoroughly prior to the pre-bid.

BID PACKAGES WILL NOT BE AVAILABLE AT THE PRE-BID MEETING.

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 **Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
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 OFFICE, LOCATED AT 1584 YANCEYVILLE STREET, BY 2:00 P.M. ON, APRIL 5, 2018.**
11. The sealed bid shall display the following statement on the front of the sealed envelope:

**QUOTATION FOR -D7POC233
TO BE OPENED AT 2:00 P.M. ON, APRIL 5, 2018.**

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: CAROLYN T. HUSKINS
1584 YANCEYVILLE STREET
GREENSBORO, NC 27405**

PROJECT SPECIAL PROVISIONS - GENERAL**GENERAL**

This contract is for litter/debris removal and recycling on primary and secondary roads assigned by the County Maintenance Engineer in Guilford County. Roads will be selected by the County Maintenance Engineer and work may not be available every day. The contractor is to provide all equipment, labor and material.

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

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

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

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

DIVISION LET CONTRACT PREQUALIFICATION - SBE:

(07-01-14)(6-1-15)

SPD 01-410

The contractor and/or subcontractor(s) shall be prequalified in the work code(s) for which they will complete. Any contractor identified as working outside their expertise will be considered in default of contract.

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.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **May 14, 2018**.

The completion date for this contract is **May 13, 2019**.

TERM OF CONTRACT

Div. 7

This contract shall be effective for one (1) contract period. The contract period will last from the availability date to the completion date, as noted above. At the option of the NC Department of Transportation, and upon agreement by the contractor, this contract may be extended up to two (2) additional contract periods. The unit bid prices will increase by three (3) percent each contract period. All other terms and conditions as stated herein shall remain the same.

The Engineer will notify the Contractor in writing 60 days before the end of the contract period if the contract may be extended for the following year. The Contractor must notify the Engineer in writing within 30 calendar days of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension.

BASIS OF AWARD

The quantities shown on the Bid Proposal Form are for determination of low bid only and may not reflect total quantities for the contract. An increase or decrease in quantities shall not be cause for an adjustment in unit prices.

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

ENGINEERING AND INSPECTION

(6-22-2011)

Div. 7

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer or designated representative will make inspections (the next day) of the completed sections of work. It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

The Contractor shall use the "Letter/Debris Removal and Recycling Report" found elsewhere in this document to report work accomplished to the Engineer.

MOBILIZATION AND NOTIFICATION OF OPERATIONS:

Contractor shall mobilize within the specified time frame as directed by the Engineer. Mobilization shall be considered incidental to the other bid items in this contract. No direct payment will be made for Mobilization.

The Engineer will notify the Contractor when to begin litter and debris pick up and removal. Notification will be done by email. The Contractor shall begin work within five (5) days after notification by the Engineer.

Failure to begin work within 5 days will result in liquidated damages of **Two Hundred Fifty Dollars (250.00) per day** beginning on the 6th day after notification and continuing to accrue until work begins.

The **Contractor shall notify the Engineer 24 hours in advance of beginning work** on each notification.

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on weekends or State holidays, unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

COOPERATION WITH STATE FORCES:

1-22-2009

DDC-7.

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by this contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces, or any work that has been completed by State Forces.

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*).

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

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.

AWARD OF CONTRACT

(6-28-77)(Rev 2/16/2017)

Z-6

In accordance with Senate Bill 257 Section 16C.8., after receipt of bids by the Department of Transportation, the Department shall first offer the contract to the Division of Adult Correction upon the same terms and conditions as the most favorable bid received by the Department of Transportation from a suitable contractor.

PROJECT SPECIAL PROVISIONS**LITTER/DEBRIS REMOVAL AND RECYCLING**

This contract is for litter/debris removal and recycling on primary and secondary roads within the State Maintained Highway System Right of Way in Western Guilford County. The initial work in this contract is the first cycle of cleanup on all routes identified in the proposal documents under "Litter/Debris Removal and Recycling Plans". Please note the initial cleanup cycle on each route will be paid for in the first year of the contract. All cycles performed after the initial cycle will be considered routine.

The routine work in this contract includes quarterly cleanups on all routes identified in the proposal documents under "Litter/Debris Removal and Recycling Plans", as well as on call cleanups on routes within western Guilford County.

All items include all traffic control necessary to provide a safe work area. The work shall include the furnishing of all traffic control, equipment, tools, materials, transportation and labor necessary for the successful completion of the work.

No separate payment will be made for providing, installing, and maintaining traffic control devices, etc., or for any other cost associated with maintaining the control of traffic. Traffic control will be considered incidental to the contract, and will be included in the Bid Items as listed on the Contract Bid Form.

The designated area for initial and routine litter/debris removal and recycling is the entire corridor from controlled access fence to controlled access fence, or right of way width, including the

median and interchange areas, to the travel lane, as directed by the Engineer, **except for along concrete barrier walls in medians. Litter crew and vehicles are not allowed against median concrete barrier walls.** The designated area for on call litter/debris removal and recycling on shoulders is the white edge line to the back of the right of way on outside shoulders, which includes paved shoulders. The designated area for on call litter/debris removal and recycling in medians is from yellow edge line to yellow edge line, which includes paved shoulders, except for all concrete barrier walls. This includes the mown areas as well as non-mown areas.

The Contractor shall be prepared for removing litter/debris in roadside conditions including but not limited to wet areas, standing water, high grass, and slopes. Contractor will not be responsible for removing litter/debris in wooded areas or back slopes unless litter is visible from the roadway and/or ramps.

The operation of litter/debris pickup shall be on foot only. Vehicles as specified herein may be used for bag pickup.

The Contractor shall complete one (1) litter/debris pickup area prior to moving to the next (not to exceed over 5 miles). The liquidated damages are **Two Hundred Fifty Dollars (250.00)** per incident for moving to the next area prior to completion of the existing area.

The Contractor shall provide adequate personnel and materials (litterbags) to remove litter/debris on all areas of the right-of-way or controlled access areas.

The operation shall include the pickup, removal and recycling of litter/debris and the disposal of same into state approved landfills and single-stream recycling facilities. Litter/debris items may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, building supplies, metals, household furnishings, cardboard, plastics, ladders, brush and other items not considered normal to the right of way.

The Contractor shall be responsible for locating and utilizing approved local landfills and recycling facilities so as not to impede the progress of the cleanup operation.

All collected litter/debris shall be containerized immediately and kept off of the traveled portions of the roadway, shoulders, and right-of-ways (including paved shoulders) during that day's collection process. All collected litter that is small enough to be placed in a bag shall be bagged immediately. All collected litter that is too large for a bag shall be placed into a vehicle. Uncollected storage or stockpiling of litter/debris and recyclables (piles of litterbags, tires, tire debris, etc.) will not be permitted. **At no time shall bags or collected litter/debris be allowed to remain on the right of way beyond the end of the work day.**

All cost involved with the disposal of the litter/debris shall be included in the contract unit price for "Litter/Debris Removal and Recycling". Vehicles for litter/debris removal activities shall at all times be parked off the pavement as close to the right-of-way fence as possible.

The Contractor's personnel shall pickup and dispose of any litter/debris, not required to be recycled, in a landfill approved by North Carolina Division of Waste Management. Litter/debris

may consist of any item not considered normal to the right-of-way. The Contractor will not be allowed to use NCDOT accounts at the landfills nor be allowed to dispose of the litter/debris in NCDOT trash containers on any NCDOT property.

The Contractor shall report the number of pounds of litter/debris not recycled to the County Maintenance Engineer on, at a minimum, a monthly basis on the provided form in the section "Litter/Debris Removal and Recycling Plans". Clean up shall not be considered accepted by the Department until the original **DUMPING TICKET** issued to the Contractor for disposing the materials picked up during the assigned work is presented to the Department's inspector.

This contract shall be immediately terminated if the contractor is found guilty of illegal dumping. Work will be suspended if contractor is charged with illegal dumping.

The Contractor's attention is directed to North Carolina General Statute 130A-309.10 (f) though (m). Per this statute, the Contractor performing litter clean up and removal shall be required to recycle, including, but not limited to, aluminum cans, glass bottles, plastic bottles, and rubber tires collected within the right of way. In an effort to align with efforts by the Department to recycle with litter removal, the Contractor shall participate in single-stream recycling. The Contractor shall be responsible for locating and utilizing single-stream recycling facilities for disposal of recyclable litter/debris removed from the right of way as part of the work of this contract. The Contractor may recycle at any public or commercial recycling facility so long as the facility has the ability to provide weight tickets.

The Contractor shall utilize blue bags, similar to those used by the Department, for the collection of recyclable materials. The Contractor will not be allowed to use NCDOT accounts at the recycling facilities nor be allowed to dispose of the litter/debris in NCDOT recycling containers on any NCDOT property.

The Contractor shall report the number of pounds of each of the recycled materials listed to the County Maintenance Engineer on, at a minimum, a monthly basis on the provided form. **The North Carolina Department of Transportation will require evidence of reported recycling using weight tickets from the recycling facilities.**

If the Contractor is not fulfilling the intent of the Department to participate in a recycling program it could result in termination of this contract.

The Engineer reserves the right to schedule litter/debris removal and recycling operations so as not to conflict with mowing and/or vegetation management operations. Any bags, litter, or debris that are not removed before mowing and are shredded by the mowers must still be removed.

Note: The reporting of litter/debris and recycled materials will be available online by the Department. At such time the Contractor shall submit information online rather than on the form provided.

Method of Measurement

The quantity of Initial Litter/Debris Removal and Recycling on Undivided Highways per Mile will be based on the corridor miles completed (mileage based on theoretical values as shown on provided spreadsheets). Normally, one map mile of undivided highways shall equal one (1) mile. **Quantities will be measured to the nearest (0.1) tenth of a mile measured along the centerline of the roadway.**

The quantity of Routine Litter/Debris Removal and Recycling on Undivided Highways per Mile will be based on the corridor miles completed (mileage based on theoretical values as shown on provided spreadsheets). Normally, one map mile of undivided highways shall equal one (1) mile. **Quantities will be measured to the nearest (0.1) tenth of a mile measured along the centerline of the roadway.**

The quantity of On Call Litter/Debris Removal and Recycling, Outside Shoulder per Mile will be based on the actual number of shoulder miles completed. For outside shoulder litter/debris removal and recycling only, one map mile shall equal two (2) shoulder miles. Shoulder miles shall be measured along the edge of pavement adjacent to the area where successful litter/debris removal and recycling has been performed.

The quantity of On Call Litter/Debris Removal and Recycling, Median per Mile will be based on the actual number of median shoulder miles completed. For median litter/debris removal and recycling only, one map mile shall equal one (1) mile. **(Litter crew and vehicles are not allowed against median concrete barrier walls).**

Highway mileage will be determined from NCDOT county maintenance maps. In the case of dispute or obvious error, the mileage shall be measured by a representative of the North Carolina Department of Transportation and the Contractor.

Basis of Payment

The quantity of Initial Litter/Debris Removal and Recycling on Undivided Highways, measured as provided above, will be paid for at the Mile price for “Initial Litter/Debris Removal and Recycling on Undivided Highways”.

The quantity of Routine Litter/Debris Removal and Recycling on Undivided Highways, measured as provided above, will be paid for at the Mile price for “Routine Litter/Debris Removal and Recycling on Undivided Highways”.

The quantity of On Call Litter/Debris Removal and Recycling, Outside Shoulder, measured as provided above, will be paid for at the Shoulder Mile price for “On Call Litter/Debris Removal and Recycling, Outside Shoulder”.

The quantity of On Call Litter/Debris Removal and Recycling, Median, measured as provided above, will be paid for at the Mile price for “On Call Litter/Debris Removal and Recycling, Median”.

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

Payment for these items will be made for as follows:

Pay Item	Unit
Initial Litter/Debris Removal and Recycling on Undivided Highways	SHM
Routine Litter/Debris Removal and Recycling on Undivided Highways.....	SHM
On Call Litter/Debris Removal and Recycling, Outside Shoulder	SHM
On Call Litter/Debris Removal and Recycling, Median.....	SHM

REPORTING AND DOCUMENTATION

(2-6-2018)

Div. 7

The Contractor shall report online and on paper the amount of bags of litter/debris and recycling on the NCDOT Litter Management Website:

<https://apps.ncdot.gov/LM>

The Contractor shall report all litter/debris and recycling pickup on the date of the pickup.

The Contractor shall submit dumping ticket of the number of pounds of litter/debris not recycled to the County Maintenance Engineer with the Contractor’s invoice. Clean up shall not be considered accepted by the Department until the original **DUMPING TICKET** issued to the Contractor for disposing the materials picked up during the assigned work is presented to the Department’s inspector.

The Contractor’s attention is directed to North Carolina General Statute 130A-309.10 (f) though (m). Per this statute, the Contractor performing litter clean up and removal **shall be required to recycle, including, but not limited to, aluminum cans, glass bottles, plastic bottles, and rubber tires collected within the right of way.** In an effort to align with efforts by the Department to recycle with litter removal, the Contractor shall participate in single-stream recycling. The Contractor shall be responsible for locating and utilizing single-stream recycling facilities for disposal of recyclable litter/debris removed from the right of way as part of the work of this contract. **The Contractor may recycle at any public or commercial recycling facility so long as the facility has the ability to provide weight tickets.**

The Contractor shall submit weight tickets of the number of pounds of each of the recycled materials listed to the County Maintenance Engineer with the Contractor’s invoice. **The North Carolina Department of Transportation will require evidence of reported recycling using weight tickets from the recycling facilities.**

If the Contractor is not fulfilling the intent of the Department to participate in a recycling program it shall result in termination of this contract.

HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

(5-20-12)

Div. 7

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

EROSION CONTROL:

(9-25-12)

Div. 7

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. In the event that the Contractor's operations create erodible surfaces, the Contractor shall install appropriate erosion control devices as determined by the Engineer.

Erosion Control devices may include but shall not be limited to seeding and mulching, Silt Fence, Erosion Control Stone and Sediment Control Stone.

No direct payment shall be made for erosion control items or installation, as they shall be considered incidental to other contract items.

SUPERVISION BY CONTRACTOR

(9-25-12)

Div. 7

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. **The contractor shall communicate in English; the on-site supervisor shall be English-speaking and fully understand the terms and conditions of this contract.**

EQUIPMENT REQUIREMENTS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the litter/debris removal work. All vehicles used by the Contractor shall be performance worthy by visual and operational inspection. The Contractor shall display the

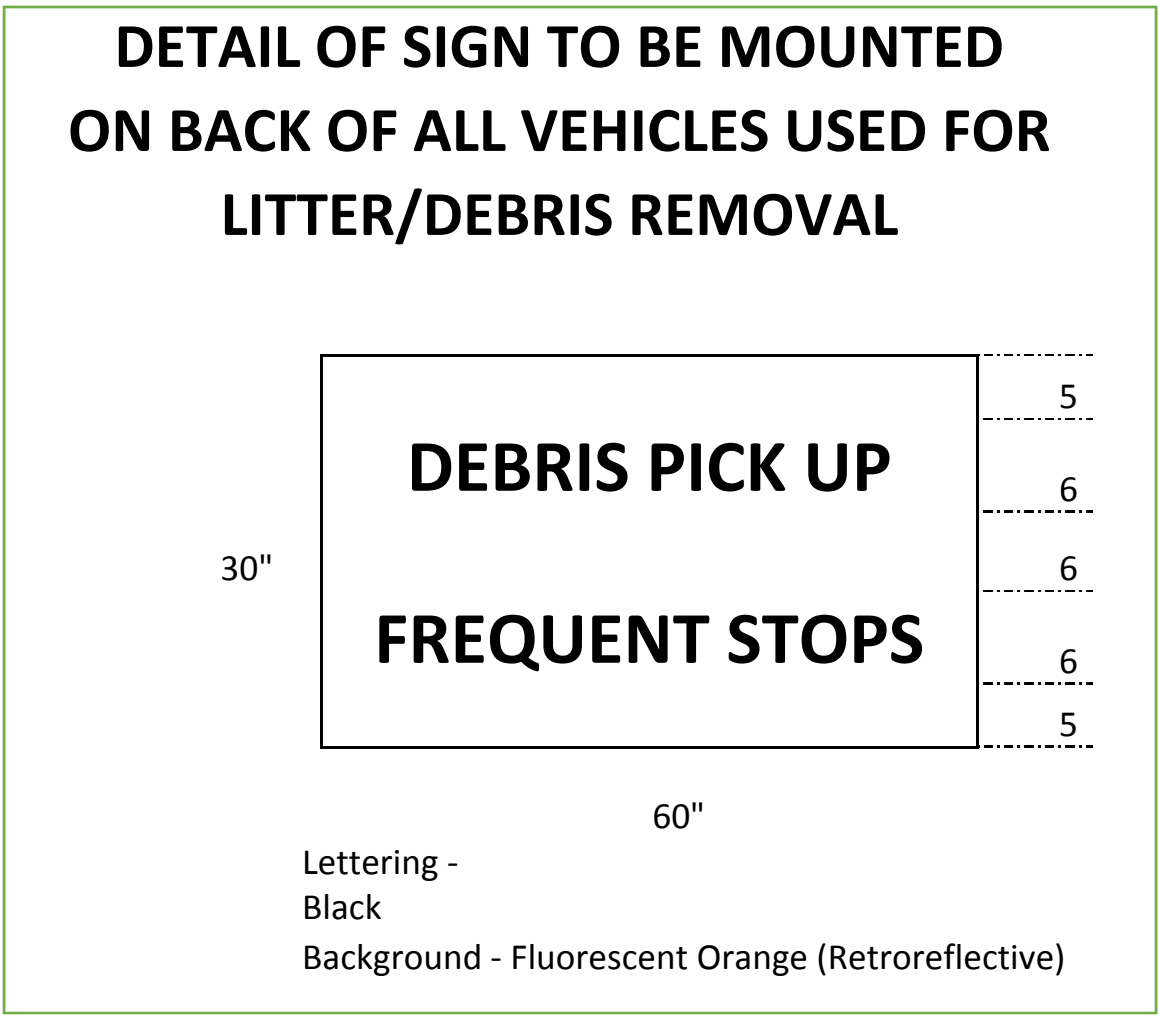
company name and telephone number on each piece of equipment. Side by side utility vehicles with beds capable of carrying litter bags with specified warning lights **may** be allowed for bag pickup only. **Four wheeler vehicles will not be allowed.**

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

The Contractor shall furnish, mount, and maintain a W10-11 or W10-11A "DEBRIS PICK UP FREQUENT STOPS" sign on the rear of each vehicle or trailer such that they can be easily read by motorists approaching from the rear. The sign detail is found below. The sign shall not obstruct any safety lighting or the operator's view.

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

No direct payment for as this work is considered incidental to other contract items.



TRAFFIC CONTROL AND WORK ZONE SAFETY

Contractor performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor. The NCDOT Certified Work Zone Supervisor shall be on site during any traffic control activities that take place within the travel lane or otherwise alter the flow of traffic.

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 *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*. **Traffic Control drawings for multi-lane facilities are included in this proposal.**

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

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. **Flaggers shall be qualified by a NCDOT approved training agency and shall be equipped in accordance with Section 1150 of the *Standard Specifications*.** Flaggers shall be furnished with proper safety devices and equipment, including, but not limited to, safety vests, orange hats, and stop/slow paddles.

All personnel shall wear an approved ANSI compliant Class II safety vest, shirts with sleeves, long pants and ANSI compliant Safety glasses while working within the state highway right of way. Vests shall meet the color requirements of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

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

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

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

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

ERRATA

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

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

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

Division 10

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

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

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

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

PLANT AND PEST QUARANTINES

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

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

ON-THE-JOB TRAINING

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at

least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

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

Measurement and Payment

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

COMPENSATION

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

All invoices shall be original and submitted to Antoine White, County Maintenance Engineer for approval at:

The Contractor shall submit dump tickets showing the weight of liter and debris not recycled.

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

Invoices should bear the words "Due Upon Receipt", the company name and address, the "from" and "to" periods" and the REMIT TO address. (Note: Please place the words REMIT TO above this address.)

All invoices, dump tickets and DBE-IS Forms are to be mailed to the Division 7 County Maintenance Engineer's Office:

NCDOT
Attn: Antoine White, CME
4715 Sandy Camp Road
High Point, NC 27265-9186

The County Maintenance Engineer will approve all invoices and DBE-IS for payment. Invoices not accompanied by dump tickets and a completed DBE-IS form will not be processed.

Faxed invoices will not be processed.

ADDENDA

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.

ITEMIZED PROPOSAL FOR CONTRACT D7POC233

WBS ELEMENT: 7RE.104117,7RE.204117
 COUNTY: Western Guilford
 DESCRIPTION Litter/Debris Removal and Recycling on Secondary Roads in Western Guilford County

Line No.	Sec	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT
1	SP	Initial Litter /Debris Removal and Recycling on Undivided Highways	900	SHM		
2	SP	Routine Litter/Debris Removal and Recycling on Undivided Highways	200	SHM		
3	SP	On Call Litter/Debris and Recycling, Outside Shoulder	100	SHM		
4	SP	On Call Litter/Debris and Recycling, Median	100	SHM		
TOTAL BID AMOUNT						

CONTRACTOR_____

ADDRESS_____

PHONE_____

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, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

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

If Corporation, affix Corporate Seal AND

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

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

If Corporation, affix Corporate Seal AND

(4) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest BY Signature of Contractor

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

If Corporation, affix Corporate Seal

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.

EXECUTION OF CONTRACT

Contract No: D7POC233

County: Guilford County

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

**APPENDIX – INITIAL LITTER PICK-UP LIST
Initial LITTER PICKUP LIST**

Miles Doubled	Initial or routine	SR #	ROAD NAME	
10.40	<i>initial</i>	1002	Scalesville Rd	From US 220 to Rockingham County
1.70	<i>initial</i>	1552	Tarrant Rd	From Wendover Ave to Chimney Rock Rd
.88	<i>initial</i>	1560	Sapp Rd	From Guilford Coll. Rd to Dead End
3.40	<i>initial</i>	1695	S. Regional Rd	From NC 68 to Albert Pick Rd
3.52	<i>initial</i>	1818	Johnson St	From Skeet Club Rd to Sandy Ridge Rd
4.00	<i>initial</i>	1834	Kendale Rd	From Skeet Club Rd to Sandy Ridge Rd
1.32	<i>initial</i>	1840	Pegg Rd	From Gallimore Dairy to Thorndike Rd
4.00	<i>initial</i>	1844	National Service	From Sandy Ridge Rd to Thorndike Rd
1.20	<i>initial</i>	1845	Tyner Rd	From Sandy Ridge to National Service Rd
.72	<i>initial</i>	1849	Norcross Rd	From Sandy Ridge Rd to End Maintenance
6.90	<i>initial</i>	1850	Sandy Ridge Rd	From Market St to Johnson St
3.00	<i>initial</i>	1852	Adkins Rd	From Lakedale Rd to Bame Rd
6.00	<i>initial</i>	1858	Beeson Rd	From Bunker Hill Rd to NC 150
2.00	<i>initial</i>	1859	Boylston Rd	From Adkins Rd to Bunker Hill Rd
1.22	<i>initial</i>	1906	Lakedale Rd	From Norcross Rd to Adkins Rd
3.84	<i>initial</i>	2001	Crosscreek Rd	From W. Market St to County Line Rd
12.60	<i>initial</i>	2007	Bunker Hill Rd	From Forsyth County Line to Stafford Mill
2.60	<i>initial</i>	2009	County Line Rd	From Forsyth County Line to Beeson Rd
3.62	<i>initial</i>	2011	Edgefield Rd	From Pleasant Ridge Rd to Alcorn Rd
4.76	<i>initial</i>	2016	Cude/Leaborne Rd	From Pleasant Ridge Rd to NC 68
5.26	<i>initial</i>	2022	Linville Rd	From NC 68 to Haw River Rd
6.02	<i>initial</i>	2028	Haw River Rd	From Forsyth County Line to NC 68
2.80	<i>initial</i>	2029	W. Harrell Rd	From NC 68 to Haw River Rd
1.60	<i>initial</i>	2031	Water Oak Rd	From Goodwill Church Rd to Happy Hill Rd

4.40	<i>initial</i>	2032	Happy Hill Rd	From Forsyth County to US 158
2.80	<i>initial</i>	2033	Warner Rd	From Happy Hill Rd to Haw River Rd
4.60	<i>initial</i>	2034	Anthony Rd	From Haw River Rd to US 158
1.80	<i>initial</i>	2045	Oak Level Church	From NC 65 to Rockingham County
2.74	<i>initial</i>	2101	Athens Rd	From US 158 to Dead End
2.42	<i>initial</i>	2103	Southard Rd	From US 158 to Rockingham County line
3.00	<i>initial</i>	2104	Spotswood Rd	From US 220 to US 158
2.60	<i>initial</i>	2111	E. Harrell Rd	From NC 68 to NC 150
5.58	<i>initial</i>	2117	Summerfield Rd	From US 220 to US 220
6.60	<i>initial</i>	2127	Brookbank Rd	From NC 150 to Bunch Rd
9.60	<i>initial</i>	2128	Bunch Rd	From NC 150 to Pleasant Ridge Rd
5.86	<i>initial</i>	2132	Stafford Mill Rd	From Beeson to NC 68
2.82	<i>initial</i>	2135	Hamburg Mill Rd	From Pleasant Ridge Rd to US 220
8.00	<i>initial</i>	2321	Strawberry Rd	From US 220 to Scalesville Rd
5.66	<i>initial</i>	2269	Alcorn Rd	From NC 68 to Pleasant Ridge Rd
5.60	<i>initial</i>	1103	Coltrane Mill Rd	From Old Randleman Rd to Randolph County Line
2.96	<i>initial</i>	1105	Steeplechase Rd	From Old Randleman Rd to Sheraton Park Rd
2.40	<i>initial</i>	1106	Sutton Rd	From Old Randleman Rd to Randleman Rd
3.80	<i>initial</i>	1131	Burnettes Chapel	From Kivett Dr to Old Randleman Rd
3.76	<i>initial</i>	1132	Wall Rd	From Groometown Rd to Drake Rd
8.66	<i>initial</i>	1137	Drake Rd	From Kivett Dr to NC 62
3.52	<i>initial</i>	1144	River Rd	From Harvey Rd to Vickery Chapel
8.04	<i>initial</i>	1145	Riverdale Rd	Rom NC 62 to Harvey Rd
1.06	<i>initial</i>	1148	Harlow Rd	From Checker Rd to Randolph County
5.58	<i>initial</i>	1158	Jackson Lake Rd	From Kivett Dr to Fairfield Rd
5.24	<i>initial</i>	1193	Baker Rd	From Triangle Lake Rd to Ranolph County

5.50	<i>initial</i>	1355	Harvey Rd	From Kivett Dr to Vickery Chapel
4.22	<i>initial</i>	1480	Vickery Chapel	From Kivett Dr to Grandover Pkwy
2.80	<i>initial</i>	1523	Hickwood Rd	From NC 68 to Deep River Rd
2.42	<i>initial</i>	1538	Deep River Rd	From NC 68 to Hickwood Rd
.90	<i>initial</i>	1549	Mackay Rd	From Guilford Coll. Rd to GCL
2.96	<i>initial</i>	3300	S Elm-Eugene St	From I-85 Bypass to Randleman Rd
2.92	<i>initial</i>	3313	Edgemont Rd	From US 421 to Pleasant Garden Rd
1.52	<i>initial</i>	3322	Wolfetrail Rd	From Randleman Rd to Elm St
1.70	<i>initial</i>	3400	Racine Rd	From McClellanl Rd to Randolph County Line
7.42	<i>initial</i>	3402	Hunt Rd	From Sheraton Pk Rd to Ranolph County
2.30	<i>initial</i>	3415	Nesbit Rd	From Pleasant Garden Rd to Alliance Church Rd
4.90	<i>initial</i>	3418	Neeley Rd	From Pleasant Garden to US 421
5.60	<i>initial</i>	3426	Sheraton Park Rd	From Randleman Rd to Pleasant Garden Rd
3.00	<i>initial</i>	3430	Spur Rd	From Randleman Rd to Pleasant Garden Rd
11.34	<i>initial</i>	3433	Davis Mill Rd	From Randleman Rd to Pleasant Garden Rd
4.40	<i>initial</i>	3437	Branson Mill Rd	From Randolph County to Hunt Rd
1.60	<i>initial</i>	2031	Water Oak Rd	From Goodwill Church Rd to Warner Rd
.56	<i>initial</i>	3456	Kallamdale Rd	From Randleman Rd to End of Maintenance
.92	<i>initial</i>	4012	Aldridge Rd	From NC 62 to I-85

**APPENDIX – ROUTINE PICK-UP LIST
LITTER PICKUP LIST**

Double Miles	Initial or routine	SR#	Road Name	Description
12.08	routine	1104	Old Randleman Rd	Randleman Rd to Randleman Rd
16.40	routine	1007	Randleman Rd	From Randolph County to Glendale Rd
14.26	routine	1113	Kivett Dr	From US 29/70 to Old Randleman Rd
2.06	routine	1116	Bishop Rd	From Groometown Rd to Holden Rd
2.70	routine	1117	Holden Rd	From Greensboro SCL to Old Ranleman Rd
12.68	routine	1129	Groometown Rd	From Randolh County to Grandover Pkwy
5.30	routine	1154	Kersey Valley Rd	From NC 62 to Kivett Dr
.92	routine	1162	Weant Rd	From Randolph County to NC 62
6.30	routine	1536	Penny Rd	From Main St to NC 68
6.32	routine	3325	Ritters Lake Rd	From Randleman Rd to Alliance Church Rd
11.20	routine	3506	Pleasant Garden	From US 421 to Randolph County Line
5.84	routine	1556	Gallimore Dairy	From Chimney Rock to Sandy Ridge Rd
3.00	routine	2046	Ellisboro Rd	From Vaughn St to Rockingham County
1.00	routine	2047	Gideon Grove Rd	From Ellisboro Rd to Rockingham County line
3.80	routine	209	Eversfield Rd	From Athens Rd to NC 150
4.00	routine	2124	Lewiston Rd	From Pleasant Ridge Rd to Horsepen Creek Rd
1.68	routine	2190	Carlson Dairy Rd	From Pleasant Ridge Rd to Troy Hill Rd
10.00	routine	2133	Pleasant Ridge Rd	From NC 68 to Summerfield Rd
10.40	routine	1002	Scalesville Rd	From US 220 t Lake Brandt Rd

			Hwy 158	Rockingham County – Forsyth County
			NC 68	Rockingham County – Penny Rd
			NC 65	Rockingham County – Forsyth County

