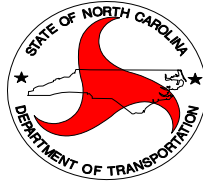


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION TWO  
**PURCHASE ORDER**  
**CONTRACT PROPOSAL**

**DATE AND TIME OF BID OPENING**                      **AUGUST 2, 2011 at 10:00 AM**

**WBS**    **VARIOUS**

**FED. AID NO.**                      **STATE FUNDED**  
**COUNTY**                              **GREENE, JONES, AND LENOIR**  
**LOCATION**                              **VARIOUS ROADS**

**TYPE OF WORK**    **PROVIDE SKILLED LABOR, EQUIPMENT, TOOLS, AND TRAFFIC CONTROL TO INSTALL VARIOUS SIZES OF PIPE CULVERTS USED IN HIGHWAY MAINTENANCE AND CONSTRUCTION**

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

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

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

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# **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. The bid shall not be considered complete unless all forms included in this proposal are properly completed and/or executed as instructed. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the total cost for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **The Proposal with the Bid Sheet Still Attached Shall be Placed in a Sealed Envelope and Shall Have Been Delivered to and Received in the Division Engineer's Office Located at 105 Pactolus Hwy, Greenville, NC 27835 by 10:00AM on Tuesday August 2nd, 2010.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation for Pipe Installation in Division Two, District Three**

13. If delivered by mail or courier, 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: GERARD MOMBAERTS  
105 Pactolus Highway  
P O Box 1587  
Greenville, NC 27835-1587**

## **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.**

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**DIVISION CONTRACT**  
**PROJECT SPECIAL PROVISIONS – GENERAL**

**DESCRIPTION:**

Under the terms of this contract the Contractor(s) shall, upon request by the Engineer, provide skilled labor, equipment, tools, and traffic control to install various sizes of pipe culverts used in highway maintenance and construction in Greene, Jones, and Lenoir Counties. The work shall include, but is not limited to, pavement removal, excavation, pipe removal, preparation of the pipe foundation, laying the pipe culverts, placing and compacting the backfill material, pavement repair and traffic control. The Contractor is responsible of disposing of all waste material. **Note**, the Contractor may be required to install driveway pipes. The Department will furnish the pipe, but the Contractor will be responsible for transporting it to the job site. The Contractor will furnish commercial materials for conditioning the pipe foundation and for backfill. The Contractor will furnish Asphalt Plant Mix for Pavement Repair. It shall be the Contractor's responsibility to transport the materials from the supplier to the job site.

**PURCHASE ORDER CONTRACT PREQUALIFICATION:**

Beginning July 1, 2009, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website: <http://www.ncdot.org/business/howtogetstarted/>.

**MANDATORY PRE-BID CONFERENCE:**

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on **Wednesday, July 20, 2011 at 10:00 AM at the NCDOT Lenoir County Maintenance Office, located at 135 East First Street, Kinston, NC. This meeting will begin promptly at 10:00 AM.** Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions they may have. **Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.**

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered with the following information:

1. The individual writes his/her name on the official roster

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

RG 10

The date of availability for this contract will be upon notification of approval of the purchase order.

The completion date for this contract is June 30, 2012.

No work will be permitted and the purchase order will not be issued until all required bonds and insurance certifications have been satisfied.

No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

**The Date of Availability for each project in this contract will be determined by notification from the Engineer.**

**The Completion Date for each project in this contract will be fifteen (15) calendar days from and including the Date of Availability for each project established as provided above.**

**Liquidated damages for this contract are Fifty Dollars (\$50.00) per calendar day for each calendar day beyond the allotted time, as stated above, in which the Contractor fails to complete work on that project.**

**PROSECUTION OF WORK:**

The Contractor(s) will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of a project that has been assigned by the Engineer. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of Fifty Dollars (\$50.00) will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

**TERMS OF THE CONTRACT:**

The Contractor shall submit his bid for the original contract time period. At the option of the Department, this contract may be extended for two (2) additional periods of one (1)

year each. The unit bid prices will be increased by five (5) percent for each one-year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by May 1 if the contract may be extended. The Contractor must notify the Engineer in writing by May 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of contract extension.

### **PAYMENT AND RETAINAGE**

Throughout the life of this contract, the Engineer will assign to the Contractor(s) various projects requiring the installation of pipe culverts. Upon completion of an assignment and acceptance by the Engineer of the work performed on a project, the Contractor shall submit to the District Engineer an invoice for the quantity of the work performed on the project assigned.

The Contractor's Invoice shall be submitted in triplicate to:

**North Carolina Department of Transportation  
District Engineer's Office  
1629 Highway 258 South  
Kinston, NC 28504**

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. When the District Engineer has determined, that the quantities submitted for payment by the Contractor are correct, the invoice will be processed for payment. Invoices must be "electronically scanned" and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments, the invoice should be positively identified and associated with the Purchase Order by including the **Purchase Order Number, an invoice sequence number and the invoice date** on the Invoice.

An amount equal to five percent (5%) of the total amount due on an invoice will be deducted and retained until the Engineer has determined that the work accomplished by the Contractor(s) is performing in a satisfactory manner and that all sub-contractors and material suppliers have been paid in a timely manner. The Engineer shall released retainage on a periodic basis, once every (3) three-month.

### **NOTIFICATION OF OPERATIONS:**

The Contractor(s) shall notify the Engineer a minimum of 48 hours prior to beginning work on any of the various projects in this contract. The contractor shall coordinate his operations with the District Engineer so as to provide sufficient time to allow for any required construction stakeout.

The District Office can be notified by telephone at (252) 527-0053.

### **DRIVEWAYS AND PRIVATE PROPERTY:**

The Contractor(s) shall maintain access to driveways for all residents and property owners throughout the life of these projects.

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

**MINORITY BUSINESS ENTERPRISE & WOMEN BUSINESS ENTERPRISE:**

(10-16-07) (10-20-09)

SP1G68

**Policy**

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

**Obligation**

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

**Definitions**

*Commitment* - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

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

*Department (DOT)*- North Carolina Department of Transportation (See Municipality)

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

*Minority Business Enterprise (MBE)* – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*Women Business Enterprise (WBE)* – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

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

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

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

*Form RS-1-D* - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

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

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

## **Contract Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

- (A) Minority Business Enterprises **0%**
- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
  - (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

**(B) Women Business Enterprises 0%**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

**Contract Requirement**

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

**Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

**Listing of MBE/WBE Subcontractors in Contract**

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

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

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

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

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Division Project Manager no later than 12:00 Noon of the 6th calendar day following opening of bids.

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

## **Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C)
  - (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
  - (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the

contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.

- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
- (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
  - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the MBE/WBE and Contractor will not count towards the contract requirement.
  - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the

leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.

- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
  - (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
  - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Good Faith Effort for Projects with Goals more than Zero**

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Division Project Manager documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Division Project Manager no later than 12:00 Noon of the 6th calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.

- (B)** Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C)** Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Director of Business and Opportunity Workforce Development to give notification of the bidder's inability to get MBE/WBE quotes.
- (D)** Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E)** Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F)** Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G)** Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H)** Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I)** Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J)** Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith

effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

### **MBE/WBE Replacement**

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

The Contractor shall comply with the following for replacement of committed MBE/WBE.

#### **(A) Performance Related Replacement**

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

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

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
  - (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

**(B) Decertification Replacement**

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

**Changes in the Work**

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

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

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a

committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

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

## **Reports**

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

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

## **Commitment**

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

### **Reporting MBE/WBE Participation**

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
- (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the Division Project Manager.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

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

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

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

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

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

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

### **LIABILITY INSURANCE:**

(11-18-08)

RG 80

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

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

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

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

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

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

RG 133

The Contractor's attention is directed to Article 105-7 of the *2006 Standard Specifications*.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

RG 140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the [http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

**OUTSOURCING OUTSIDE THE USA:**

(9-21-04)

RG 150

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.

**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

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

SP1 G151

Revise the *2006 Standard Specifications* as follows:

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**UTILITY CONFLICTS:**

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and

shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

**SUPERVISION BY CONTRACTOR:**

At all times during the life of this contract the Contractor(s) shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project(s) 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(s) shall have present on the project(s) one competent individual who is authorized to act in a supervisory capacity over all work on the project(s), including work subcontracted. The individual(s) 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 contracts; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor(s) unless otherwise approved by the Engineer.

The Contractor(s) 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.

**SUBLETTING OF CONTRACT:**

The Contractor(s) 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. The Contractor(s) will not be permitted to sublet more than 50% of the total contract amount.

**DEFAULT OF CONTRACT:**

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor(s) 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.

## **PROJECT SPECIAL PROVISIONS – ROADWAY**

### **MOBILIZATION:**

Revise the *2006 Standard Specifications* as follows:

**Article 800-2, MEASUREMENT AND PAYMENT, delete and replace with the following:**

Such price and payment includes but is not limited to the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings, and other facilities necessary for work on the project; the removal and disbandment of those personnel, equipment, supplies, incidentals, or other facilities that were established for the prosecution of work on the project; and for all other work and operations that shall be performed for costs incurred prior to beginning work on the various items on the project site.

Payment will be made based on the bid price for “Mobilization” at each separate site if the Contractor **remobilizes**, i.e. loads equipment on lowboys or other transporters to be carried to another separate location.

### **INSTALLATION OF PIPE CULVERTS**

The work covered by this section shall include pavement removal, excavation, removal of existing pipe culvert, preparation of the pipe foundation, laying the pipe culvert, backfill placement and compaction, and traffic control. Pipe installation shall be in accordance with the Project Special Provision entitled “Pipe Installation”, the Roadway Standard Drawing number 300.01, and the following provisions:

#### **Pipe Installation**

The pipe culverts to be installed will be furnished by the Department of Transportation. The Contractor will be responsible for delivering the pipe to the job site. The Engineer will establish the invert grades and pipe alignment. The Department will provide grade stakes and offset alignment stakes. The Contractor shall use "Flexible Plastic Joint Material" unless the Engineer specifies otherwise. **Note**, the Contractor may be required to install driveway pipes as part of this contract.

Payment will be separated by pipe material, size, and depth as shown on the project bid sheet. The Depth will be measured from the crown of the road to the flow line of the pipe. There will be no additional payment made for pavement removal and existing pipe removal when a new pipe is placed back in the same trench.

The Contractor's attention is directed to Section 107-22 of the Standard Specifications and reminded of his responsibility to provide and maintain a safe working environment to protect the life and health of employees on the job and the safety of the public. The Contractor shall construct all portions of the excavation so that the safe slope of the earth

is not exceeded. Comply with all OSHA requirements and provide a competent person on the site to supervise the excavation at all times. Properly and adequately protect any part of the excavation from caving or slipping by the use of sheeting, bracing, or shoring as required.

### **Foundation Conditioning**

For this contract, the Contractor shall assume that the local material is deemed by the Engineer to be of poor supporting value, the Contractor will furnish pipe foundation conditioning material. The Contractor shall undercut the unsuitable foundation material one foot below the proposed bedding material and replace the unsuitable material with graded, washed stone that has been approved for that purpose. No measurement will be made of the undercut excavation. The Contractor will be compensated for this operation at the contract bid price, per ton for "Foundation Conditioning Material, Minor Structures". The quantity of "Foundation Conditioning Material" to be paid for will be the actual number of tons of this material that has been weighed in trucks on certified platform scales and incorporated into the project.

Payment for "Foundation Conditioning Material, Minor Structures" at the contract unit price per ton shall be full compensation for all work included in this section, including but not limited to, excavation and proper disposal of the unsuitable material, transporting the foundation conditioning material from a supplier, designated by the Engineer, to the job site, and placing and shaping the material to form the pipe bed.

### **Backfill Material For Pipe Culverts**

It is to be assumed that the local material will be unsuitable for use as backfill material. The Contractor is to supply backfill material as specified in the Project Specifications.

The backfill material shall be placed in uniform layers of not more than six (6) inches in depth. Each layer shall be thoroughly compacted, to the satisfaction of the Engineer, by mechanical means before the next layer is placed. When the backfill operation is completed, the surface of the area shall be graded in a uniform manner that blends with the surrounding topography and does not impound water. The Contractor shall exercise care to maintain the alignment and prevent damage the pipe culvert while performing the work. Any damage caused by the Contractor shall be repaired at no cost to the Department.

**Note: Where differences occur in the project special provision entitled “Installation of Pipe Culverts” and the project special provision entitled “Pipe Installation”, the project special provision titled “Installation of Pipe Culverts” shall take precedence.**

### **PIPE INSTALLATION AND PIPE CULVERTS:**

(1-19-10)(Rev 1-18-11)

SP3 R40 B

Revise the *Standard Specifications* as follows:

Replace Section 300 and Section 310 with the following:

**SECTION 300**  
**PIPE INSTALLATION**

**300-1 DESCRIPTION**

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Install pipe in accordance with the detail in the plans.

Do not waste excavation unless permitted. Use suitable excavated material as backfill; or in the formation of embankments, subgrades, and shoulders; or as otherwise directed. Furnish disposal areas for the unsuitable material. The Engineer will identify excavated materials that are unsuitable.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

**300-2 MATERIALS**

Refer to Division 10:

<b>Item</b>	<b>Section</b>
Flowable Fill	1000
Select Materials	1016
Joint Materials	1032-9(G)
Engineering Fabrics	1056

Provide foundation conditioning material meeting the requirements of Article 1016-3 for Class V or VI Select Material as shown in the contract documents.

Provide bedding material meeting the requirements of Article 1016-3 for Class II (Type 1 only) or Class III Select Material as shown in contract documents.

Provide backfill material meeting the requirements of Article 1016-3 for Class II (Type 1 for Flexible Pipe) or Class III Select Material as shown in the contract documents.

Provide filter fabric meeting the requirements of Article 1056-2 for any type of engineering fabric.

Provide foundation conditioning fabric meeting the requirements of Article 1056-2 for Type 2 Engineering Fabric.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrrell, and Washington.

### **300-3 UNLOADING AND HANDLING**

Unload and handle pipe with reasonable care. Do not roll or drag metal pipe or plates over gravel or rock during handling. Take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe. Use a lifting device that uniformly distributes the weight of the pipe along its axis or circumference. Repair minor damage to pipe when permitted. Remove pipe from the project that is severely damaged or is rejected as being unfit for use. Undamaged portions of a joint or section may be used where partial lengths are required.

### **300-4 PREPARATION OF PIPE FOUNDATION**

Prepare the pipe foundation in accordance with the applicable method as shown in the contract documents, true to line and grade, and uniformly firm.

Camber invert grade an amount sufficient to prevent the development of sag or back slope in the flow line. The Contractor shall determine the amount of camber required and submit to the Engineer for approval.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established on the plans. Backfill the undercut with foundation conditioning material. Encapsulate the foundation conditioning material with foundation conditioning fabric prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

### **300-5 INVERT ELEVATIONS**

The proposed pipe culvert invert elevations shown on the Drainage Summary Sheets are based upon information available when the plans were prepared. If proposed invert elevations are adjusted during construction based upon actual conditions encountered, no claim for an extension of time for any reason resulting from this information will be allowed.

When a pipe culvert is to be installed in a trench and the average actual elevation of the pipe between drainage structures deviates from the average proposed elevation shown on the Drainage Summary Sheets by more than one foot a pay adjustment will be made as follows:

$$\text{Pay Adjustment (per linear foot)} = [(\text{APE}-\text{AAE}) \pm 1 \text{ foot}] (0.15 \times \text{CUP})$$

Where: CUP = Contract Unit Price of Pipe Culvert

$$\text{AAE} = \text{Average Actual Elevation} \quad \frac{(\text{Actual Inlet elev.} + \text{Actual Outlet elev.})}{2}$$

$$\text{APE} = \text{Average Plan Elevation} \quad \frac{(\text{Plan Inlet elev.} + \text{Plan Outlet elev.})}{2}$$

When the actual location of a pipe culvert is changed from the location shown on the plans, the Engineer will make a pay adjustment deemed warranted based upon the relation of the pipe culvert as shown on the plans to the finished roadway and the relation of the pipe culvert as constructed to the finished roadway.

The top elevation column on the drainage summary sheet indicates the flow elevation at the top of structures intended to collect surface water.

The top elevation column on drainage structures not intended to collect surface water indicates the elevation at the top of the cover.

### **300 -6 LAYING PIPE**

The Department reserves the right to perform forensic testing on any installed pipe.

#### **(A) Rigid Pipe**

Concrete and welded steel pipe will be considered rigid pipe. Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified in the contract documents. Joint material of another type may be used when permitted.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink grout. Submit alternate details for repairing lift holes to the engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe joints. Extend fabric at least 12 inches beyond each side of the joint. Secure fabric against the outside of the pipe by methods approved by the Engineer.

#### **(B) Flexible Pipe (Except Structural Plate Pipe)**

Corrugated steel, corrugated aluminum, corrugated polyethylene (HDPE), and polyvinylchloride (PVC) pipe will be considered flexible pipe. Place flexible pipe carefully on the prepared foundation starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points.

Handle coated corrugated steel pipe with special care to avoid damage to coatings.

Join pipe sections with coupling band, fully bolted and properly sealed. Provide coupling bands for annular and helical corrugated metal pipe with circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections, and prevent backfill infiltration. Match-mark all pipe 60 inches or larger in diameter at the plant for proper installation on the project.

At locations indicated in the plans, corrugated steel pipe sections shall be jointed together with rod and lug coupling bands, fully bolted. Sleeve gaskets shall be used in conjunction with rod and lug couplings and the joints properly sealed. Coupling bands shall provide circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections and prevent infiltration of backfill material.

### **300-7 BEDDING AND BACKFILLING**

Loosely place bedding material, in a uniform layer, a depth equal to the inside diameter of the pipe divided by 6 or 6 inches, whichever is greater. Leave bedding material directly beneath the pipe uncompacted and allow pipe seating and backfill to accomplish compaction. Excavate recesses to receive the bells where bells and spigot type pipe is used.

Place fill around the pipe in accordance with the applicable method shown on the plans in layers not to exceed 6 inches loose unless otherwise permitted. Compact to the density required by Subarticle 235-4(C). Approval of the backfill material is required prior to its use. Use select material as shown in the contract documents.

Take care during backfill and compaction operations to maintain alignment and prevent damage to the joints. Keep backfill free from stones, frozen lumps, chunks of highly plastic clay, or other objectionable material.

Grade and maintain all pipe backfill areas in such a condition that erosion or saturation will not damage the pipe foundation or backfill.

Excavatable flowable fill may be used for backfill when approved by the Engineer. When using excavatable flowable fill, ensure that the pipe is not displaced and does not float during backfill. Submit methods for supporting the pipe and material placement to the Engineer for review and approval.

Do not operate heavy equipment over any pipe until it has been properly backfilled with a minimum 3 feet of cover. Place, maintain, and finally remove the required cover that is above the proposed finished grade at no cost to the Department. Remove and replace, at no cost to the Department, pipe that becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Contractor's operations.

### **300-8 INSPECTION AND MAINTENANCE**

Prior to final acceptance, the Engineer will perform random video camera and or mandrel inspections to ensure proper jointing and that deformations do not exceed allowable limits. Replace pipes having cracks greater than 0.1 inches or deflections greater than 7.5 percent. Repair or replace pipes with cracks greater than 0.01 inches, exhibiting displacement across a crack, exhibiting bulges, creases, tears, spalls, or delamination. Maintain all pipe installations in a condition such that they will function continuously from the time the pipe is installed until the project is accepted.

## **300-9 MEASUREMENT AND PAYMENT**

### **General**

No measurement will be made of any work covered by this section except as listed below. Removal and disposal of existing pavement is a part of the excavation for the new pipe culvert installation. Repair of the pavement will be made in accordance with Section 654.

### **Foundation Conditioning**

#### **Using Local Material**

Undercut excavation is all excavation removed by undercutting below the bottom of the trench as staked. *Undercut Excavation* will be measured as the actual number of cubic yards of undercut excavation, measured in its original position and computed by the average end area method, that has been removed as called for in the contract and will be paid for at double the contract unit price for *Unclassified Excavation* as provided in Article 225-7.

Local material used for conditioning the foundation will be measured and paid for in accordance with Article 225-7 for *Unclassified Excavation* or in accordance with Article 230-5 for *Borrow Excavation* depending on the source of the material.

Local material used to replace pipe undercut excavation will be measured and paid for in accordance with Article 225-7 or Article 230-5.

#### **Using Other Than Local Material**

No measurement and payment will be made for *Undercut Excavation*. The material used to replace pipe undercut excavation will be classified as foundation conditioning material.

*Foundation Conditioning Material, Minor Structures* will be measured and paid for as the actual number of tons of this material weighed in trucks on certified platform scales or other certified weighing devices.

No direct payment will be paid for undercut excavation. Payment at the contract unit price for *Foundation Conditioning Material, Minor Structures* will be full compensation for all work of pipe undercut excavation.

## Foundation Conditioning Fabric

*Foundation Conditioning Fabric* will be measured and paid for in square yards. The measurement will be based on the theoretical calculation using length of pipe installed and two times the standard trench width. No separate measurement will be made for overlapping fabric or the vertical fabric dimensions required to encapsulate the foundation conditioning material.

## Bedding and Backfill - Select Material

No measurement will be made for select bedding and backfill material required in the contract documents. The select bedding and backfill material will be included in the cost of the installed pipe.

Where unclassified excavation or borrow material meets the requirements for select bedding and backfill and is approved for use by the Engineer, no deductions will be made to these pay items to account for use in the pipe installation.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Foundation Conditioning Material, Minor Structures	Ton
Foundation Conditioning Fabric	Square Yard

## SECTION 310 PIPE CULVERTS

### 310-1 DESCRIPTION

Furnish and install drainage pipe at locations and size called for in the contract documents. The work includes construction of joints and connections to other pipes, endwalls, and drainage structures.

### 310-2 MATERIALS

Refer to Division 10:

<b>Item</b>	<b>Section</b>
Plain Concrete Pipe Culvert	1032-9(B)
Reinforced Concrete Pipe Culvert	1032-9(C)
Precast Concrete Pipe End Sections	1032-9(D)
Concrete Pipe Tees and Elbows	1032-9(E)
Corrugated Aluminum Alloy Pipe Culvert	1032-2(A)
Corrugated Aluminum Alloy Pipe Tees and Elbows	1032-2(B)
Corrugated Steel Culvert Pipe and Pipe Arch	1032-3(A)
Prefabricated Corrugated Steel Pipe End Sections	1032-3(B)
Corrugated Steel Pipe Tees and Elbows	1032-3(C)
Corrugated Steel Eccentric Reducers	1032-3(D)
HDPE Smooth Lined Corrugated Plastic Pipe	1032-10
Polyvinylchloride (PVC) Pipe	1032-11

Suppliers that provide metal pipe culverts, fittings, and all other accessories covered by this section shall meet the requirements of the Department's Brand Certification program for metal pipe culverts, and be listed on the Department's pre-approved list for suppliers of metal pipe culvert.

Do not use corrugated steel pipe in the following counties:

Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Chowan, Columbus, Craven, Currituck, Dare, Gates, Hertford, Hyde, Jones, Martin, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, and Washington.

### **310-3 PIPE INSTALLATION**

Install pipe, pipe tees, and elbows in accordance with Section 300.

### **310-4 SIDE DRAIN PIPE**

Side drain pipe is defined as storm drain pipe running parallel to the roadway to include pipe in medians, outside ditches, driveways, and under shoulder berm gutter along outside shoulders greater than 4 feet wide.

Where shown in the plans, side drain pipe may be Class II Reinforced Concrete Pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, HDPE pipe, or PVC pipe. Corrugated steel pipe is restricted in the counties listed in Article 310-2. Install side drain pipe in accordance to Section 300. Cover for side drain pipe shall be at least one foot.

### **310-5 PIPE END SECTIONS**

Choose which material to use for the required end sections. Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel pipe, and HDPE smooth lined corrugated plastic pipe.

### **310-6 MEASUREMENT AND PAYMENT**

*Pipe* will be measured and paid as the actual number of linear feet of pipe that has been incorporated into the completed and accepted work. Measurement of pipe will be made by counting the number of joints used and multiplying by the length of the joint to obtain the number of linear feet of pipe installed and accepted. Measurements of partial joints will be made along the longest length of the partial joint to the nearest 0.1 foot. Select bedding and backfill material will be included in the cost of the installed pipe.

*Pipe End Sections, Tees, Elbows, and Eccentric Reducers* will be measured and paid as the actual number of each of these items that have been incorporated into the completed and accepted work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
___" R.C. Pipe Culverts, Class ____	Linear Foot
___" x ___" x ___" R.C. Pipe Tees, Class ____	Each
___" R.C. Pipe Elbows, Class ____.	Each
___" C.A.A. Pipe Culvert, ___" Thick	Linear Foot
___" x ___" x ___" C.A.A. Pipe Tees, ___" Thick	Each
___" C.A.A. Pipe Elbows, ___" Thick	Each
___" C.S. Pipe Culverts, ___" Thick	Linear Foot
___" x ___" C.S. Pipe Arch Culverts, ___" Thick	Linear Foot
___" x ___" x ___" C.S. Pipe Tees, ___" Thick	Each
___" C.S. Pipe Elbows, ___" Thick	Each
___" x ___" C.S. Eccentric Reducers, ___" Thick	Each
___" HDPE Pipe	Linear Foot
___" PVC Pipe	Linear Foot
___" Side Drain Pipe	Linear Foot
___" Side Drain Pipe Elbows	Each
___" Pipe End Section	Each

### **PAVEMENT REPAIR**

The Contractor shall repair the existing pavement in areas where the pavement has been removed to allow for installation of pipe culverts. Pavement Repair shall be in conformance with Section 654 of the July 2006 Edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures. Unless otherwise instructed by the Engineer, this work shall consist of removing the existing material to a depth of five and one half inches (5 1/2") below the existing finished grade. Then placing approximately four inches (4") of Asphalt Base Course, Type B 25.0B and one and one half inches (1 1/2") of Asphalt Surface Course, Type SF 9.5A in the excavated area. The Contractor shall furnish Asphalt Plant Mix for Pavement Repair.

### **DITCH CLEANOUT**

The Contractor(s) shall provide a Back Hoe and/or an Excavator with qualified operators when directed by the Engineer or his authorized representative. The contractor(s) will be required to re-shape roadside ditches and roadway shoulders, as required, to provide an acceptable transition between the existing side ditches and shoulders and the work site. The Contractor(s) may be required to clean-out drainage outlet ditches to provide positive drainage when the project is completed. Work accomplished under this section shall be paid for at the contract unit price per "Ditch Cleanout". Payment made, for "Ditch Cleanout" shall full compensation for providing and transporting a back hoe and/or an excavator, providing a qualified, skilled operator, re-shaping and grading roadway ditches and shoulders as directed by the Engineer. Payment under this section shall also include clean out and/or re-shaping or grading drainage out fall ditches.

Payment will be made under:

**Pay Item**  
Ditch Cleanout

**Pay Unit**  
Linear Foot

**TRAFFIC CONTROL :**  
(10-21-08)

RWZ-1

**The Engineer may, at his discretion, close the road while the pipe is being installed. If it is practical to close the road, the Department will furnish signs and personnel to close the road and set up any necessary detours.**

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

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract). Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 2 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane

closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

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

Work shall not be performed before sunrise or after sunset.

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

### **WORK ZONE SIGNING:**

(10-21-08)

RWZ-3

#### **Description**

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the following provisions:

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

Furnish, install, and maintain general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48"), LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). When construction is completed in any area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

#### **Construction Methods**

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

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

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

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of

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

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

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

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

Install general work zone warning signs for resurfacing and milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

**Measurement and Payment**

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

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

## STANDARD SPECIAL PROVISION

### ERRATA

(7-21-09)

Z-4

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

#### **Division 1**

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

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

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

#### **Division 2**

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

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

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

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

#### **Division 3**

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

#### **Division 4**

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

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

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

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

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

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

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

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

#### **Division 5**

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

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

### Division 6

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Division 7

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

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

### Division 8

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

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

## Division 9

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

## Division 10

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

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

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

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

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

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

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

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

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

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

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

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

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

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

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

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

## Division 12

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

## Division 14

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

### Division 15

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

### Division 16

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

**END**

## **STANDARD SPECIAL PROVISION**

### **PLANT AND PEST QUARANTINES**

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

(3-18-03)

Z-04a

#### **Within quarantined area**

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

#### **Originating in a quarantined county**

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

#### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

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

## **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.

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**North Carolina Dept. of Transportation Bid Form**  
**Division Two – District Three**

<b>ITEM</b>	<b>SECT</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT BID</b>
1	SP	Mobilization	50	Each		
2	SP	Foundation Conditioning Material, Minor Structures	5,000	Ton		
3	SP	Foundation Conditioning Fabric	200	SY		
4	SP	15''-18'' RC Pipe Bed to crown up to 4'	100	LF		
5	250	15''-18'' RC Pipe Bed to Crown up to 8'	100	LF		
6	250	15''-18'' RC Pipe Bed to Crown up to 12'	100	LF		
7	SP	15''-18'' Corr. Alum. Pipe , Bed to crown up to 4'	200	LF		
8	SP	15''-18'' Corr. Alum. Pipe , Bed to Crown up to 8'	400	LF		
9	SP	15''-18'' Corr. Alum. Pipe , Bed to Crown up to 12'	200	LF		
10	SP	24''-36'' RC Pipe Bed to Crown up to 8'	100	LF		
11	SP	24''-36'' RC Pipe Bed to Crown up to 12'	100	LF		
12	SP	24''-36'' Corr. Alum. Pipe , Bed to Crown up to 8'	500	LF		
13	SP	24''-36'' Corr. Alum. Pipe , Bed to Crown up to 12'	500	LF		
14	SP	42''-48'' RC Pipe Bed to Crown up to 8'	100	LF		
15	SP	42''-48'' RC Pipe Bed to Crown up to 12'	100	LF		
16		42''-48'' Corr. Alum. Pipe Bed to Bed to Crown up to 8'	200	LF		
17	SP	42''-48'' Corr. Alum. Pipe , Bed to Crown up to 12'	200	LF		
18	SP	Asphalt Plant Mix, Pavement Repair	500	TON		
19	SP	Traffic Control (Lane Closures)	50	EACH		
20	SP	Ditch Cleanout	1000	LF		

**North Carolina Dept. of Transportation Bid Form (cont.)**  
**Division Two - District Three**

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

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

Contractors License Number \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

---

**This Section To Be Completed By North Carolina Department Of Transportation**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

*Reviewed by* \_\_\_\_\_ *(date)* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_ *(date)* \_\_\_\_\_





**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

**SIGNATURE OF CONTRACTOR**

(If a corporation uses this sheet)

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address as Prequalified)

Attest \_\_\_\_\_  
(Secretary) (Assistant Secretary)  
Delete inappropriate title

By \_\_\_\_\_  
(President) (Vice President)  
(Asst. Vice President)  
Delete inappropriate title

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**CORPORATE SEAL**

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

\_\_\_\_\_  
(Signature of Notary Public)

**NOTARY SEAL:**

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

SIGNATURE OF CONTRACTOR  
(If a joint venture, use this sheet)

Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.

(1) \_\_\_\_\_ and \_\_\_\_\_  
A Joint Venture

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

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

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

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)

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

\_\_\_\_\_  
(Signature of Notary Public & Seal)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

**SIGNATURE OF CONTRACTOR**  
(If an individual doing business under a firm name, use this sheet)

Name of Contractor \_\_\_\_\_ trading  
(Print individual name)

\_\_\_\_\_  
Witness

and doing business as \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
(Address as Prequalified)

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

**SIGNATURE OF CONTRACTOR**

(If an individual doing business in his own name, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the bidder's certification of "Status" under penalty of perjury under the laws of the United States in accordance with the Debarment Certification included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

(If a partnership, use this sheet)

\_\_\_\_\_  
(Print Name of Partnership)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness By \_\_\_\_\_ Partner

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

**SIGNATURE OF CONTRACTOR**  
(Limited Liability Company, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
(Address as Prequalified)

Signature of Manager \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**DEBARMENT CERTIFICATION OF BIDDERS**

## Instructions &amp; conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 12540*. 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.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it 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.
8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful 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 to the Federal Government, the Department may terminate this transaction for cause of default.

**DEBARMENT CERTIFICATION**

The bidder certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

\*\*\*\*\*

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal