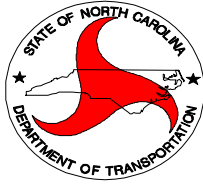


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 DISTRICT 1

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE

WBS NUMBERS: 6C.078105

ROUTE: SR 1362 (Daystorm Rd)

COUNTY: Robeson

DESCRIPTION: Grade, Drain, Base & Erosion Control

BID OPENING: Wednesday, February 1, 2012 @ 10:00 AM

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 OR SBE PROJECT. 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.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**RETURN BIDS TO: Mr. Tom Hay, Proposal Engineer
NCDOT – Division 6
P. O. Box 1150
Fayetteville, North Carolina 28302**

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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.
"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 amounts bid 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, **if required**
- 8 **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
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 AT P. O. BOX 1150, 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM ON WEDNESDAY, FEBRUARY 1, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
**Grade, Drain, Base & Erosion Control
Robeson County
February 1, 2012 – 10:00 A.M.**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N.C. DEPT. OF TRANSPORTATION
MR. TOM HAY
PROPOSAL ENGINEER
NCDOT – DIVISION SIX
P.O. BOX 1150
FAYETTEVILLE, NORTH CAROLINA 28302**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications. 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.

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for grade, drain, base and erosion control on SR 1362 in Robeson County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current editions of the North Carolina Department of Transportation Standard Specifications, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

PRE-BID CONFERENCE

To ensure all prospective bidders are given an opportunity to obtain information relevant to the project, a mandatory pre-bid conference will be held on January 27, 2012 at 10:00 a.m. The conference will be held at the District Engineer's Office, 872 NC 711 Highway. Construction plans will be available at the pre-bid conference. **Contractors that do not attend will not be eligible to bid.**

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is the date of purchase order issue. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The completion date for this project is June 8, 2012. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

Liquidated damages for this contract are **two hundred fifty dollars (\$250.00)** per calendar day.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of **\$500,000** or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of **\$500,000** or more. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The Department may waive the bonding requirement of Chapter 44A of the General Statutes.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds **\$500,000**, the bid will not be considered for award.

DISTRICT CONTACTS

The District contact will be Mr. C. S. Miller, Jr., P.E., District Engineer, at (910) 618-5546.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

BANKRUPTCY

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

DEBARMENT STATEMENT

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

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any

other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

NON-EXCLUSIVE CONTRACT

The Contractor agrees and understands by signature on this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for fully operated rental equipment.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

CLAIMS FOR ADDITIONAL COMPENSATION

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

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.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

INDEMNIFICATION

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

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

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

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

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

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

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

No direct payment shall be made for Traffic Control and Work Zone Safety Items, as they shall be considered incidental to other contract items.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

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.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

All steel products which are permanently incorporated into this project shall be domestically produced. The Contractor shall furnish a notarized certification certifying that steel products conform to this requirement.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

LIABILITY INSURANCE

(11-18-08)

SP1G80

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.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

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

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

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Invoices shall be submitted to the following:

**N.C. Department of Transportation
Division 6 – District 1
ATTENTION: Mr. C. S. Miller, Jr., PE
P.O. Box 2157
Lumberton, N.C. 28359**

DIVISION CONTRACT **Special Provisions**

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any inspection or acceptance testing required.

DRIVEWAYS AND PRIVATE PROPERTY

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

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NC DOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

TRAFFIC SIGNS & MAILBOXES

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

GRADING

The Contractor is to grade this project to the typical sections and details shown. Grading shall be comprehensive grading as defined in Section 226 of the Standard Specifications, and shall include clearing and grubbing; all excavation within the area of the Typical Sections including borrow, unclassified, and undercut excavation; construction of embankments, subgrade, and shoulders; construction of all intersecting roads and drives; the construction of all ditches within the area of the right of way or easements; all drainage ditch excavation; removal, resetting, and maintenance of all mailboxes; removal and disposal of existing pavement, cross-line and driveway pipe, concrete and asphalt driveways; the disposal of any other unsuitable material in a permitted waste area provided by the contractor; the loading, hauling, placement, shaping, and compaction of any excavated earth material; backfilling with a suitable material of all structures, and pavement removal.

It shall be the Contractor's responsibility to dispose of any waste material. **Separate payment will be made for borrow.** No material may be wasted or removed from the project unless approved by the Engineer.

The Contractor shall shape, compact, and grade the slopes, ditches, subgrade and shoulders to the lines, grades, and typical sections established by the plans or as directed by the Engineer. Roadway ditches shall be cleaned, reshaped, and maintained until final acceptance of the project. Drainage adequate for the protection of the subgrade shall be provided at all times. **Grading shall be phased for coordination with seeding and mulching.** Grading shall include shaping all disturbed areas to facilitate drainage, prevent the impoundment of water, and dressing all areas to a condition suitable for seeding and mulching. Previously approved subgrade that is damaged by natural causes, construction or hauling

equipment, or traffic, shall be restored to the required lines, grades, typical sections, and densities at no expense to the Department of Transportation.

Excavated areas shall be uniformly graded, well compacted, and free of debris and loose material. Excavated areas adjacent to existing pavement having more than a 2 inch drop from the edge of pavement shall not be left open overnight. Such areas shall be made safe by the placement of solid material at a 6:1 or flatter slope. All open areas shall be identified and guarded by adequate traffic control devices as directed and approved by the Manual of Uniform Traffic Control Devices (MUTCD), North Carolina Department of Transportation Roadway Standards Drawings, and the Engineer.

The Contractor shall remove and satisfactorily dispose of vegetation and debris from within the project limits. All waste disposals shall be in accordance with state, federal and local regulations regarding the disposal of waste material. All permits and fees for any such disposal shall be the responsibility of the Contractor, and NCDOT shall not be held liable for disposal of any materials outside the project right of way. **Contractor furnished borrow and waste sites shall comply with section 230 of the Standard Specifications. It shall be the Contractor's responsibility to remove all used tires from the railroad ditch adjacent to the Solid Waste Collection Site by hand, and dispose of them on the concrete pad at the Collection Site. No mechanical work shall be performed in the wetlands. It shall be the responsibility of the Contractor to remove the electrical service to the existing well at/near station 32+00 and bury the well.**

Basis of payment for "Grading" shall be the unit bid price for lump sum.

EROSION AND STORMWATER CONTROL

(11-16-10)

R16 R02

Land disturbing operations associated with the work being performed may require erosion and sediment control/stormwater measure installation. National Pollutant Discharge Elimination System (NPDES) inspection and reporting may be required.

Erosion control measures shall be installed per the erosion control detail in any area where the vegetated buffer between the disturbed area and surface waters (streams, wetlands, or open waters) or drainage inlet is less than 10 feet. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. Erosion control measures shall be spot checked every 14 days until permanent vegetative establishment. **Installation of the erosion control measures shall be installed by a Level I Erosion and Sediment Control/Stormwater certificate holder.**

In areas where shoulder construction/reconstruction includes disturbance or grading on the front slope or to the toe of fill, relocating ditch line or backslope, or removing vegetation from the ditch line or swale, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. Maintain daily rainfall records. Install erosion control measures per detail.

In areas where the vegetated buffer is less than 10 feet between the disturbed area and waters of the State classified as High Quality Water (HQW), Outstanding Resource Water (ORW), Critical Areas, or Unique Wetlands, NPDES inspection and monitoring are required every 14 days or within 24 hours of a rainfall event of 0.5" or greater. The Engineer may reduce the vegetated buffer threshold for this requirement to a value between 5 and 10 feet. The plans or provisions will indicate the presence of these water classifications. Maintain daily rainfall records. Install erosion control measures per detail.

Land disturbances hardened with aggregate materials receiving sheet flow are considered non-erodible.

Sites that require lengthy sections of silt fence may substitute with rapid permanent seeding and mulching as directed by the Engineer. **Safety Fence shall be placed adjacent to all wetland areas, as described in the plans.**

NPDES documentation shall be performed by a Level II Erosion and Sediment Control/Stormwater certificate holder.

Materials used for erosion control will be measured and paid as stated in the contract bid form. **There shall be no separate pay item for emergency call back. Emergency call back shall be incidental to all items covering Erosion and Stormwater Control.**

FENCE RESET

The Contractor shall remove and reset existing fences of various types to the location indicated in the plans or as directed by the Engineer. All work shall be done in accordance with Section 867 of the Standard Specifications.

Reset the fence in a condition that is equal to or better than before the fence is removed. Replace any of the fence components unnecessarily damaged by the Contractor's forces at the expense of the Contractor.

Basis of payment for "Fence Reset" shall be the unit bid price per linear foot.

PIPE CULVERTS

The Contractor shall install pipe culverts in accordance with the requirements of Division 6 of the Standard Specifications, the Roadway Standards Drawings and as directed by the Engineer. The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding 6 inches loose with material approved by the Engineer. Pipe and backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover as shown on the plans or as approved by the Engineer has been placed over the pipe.

All pipe materials shall be inspected and approved by the Engineer after delivery to the project and prior to installation. Pipe culverts shall not be backfilled until approved by the Engineer or his representative. **It shall be the responsibility of the Contractor to provide the material.**

Basis of payment for "Pipe Culverts" shall be the unit bid price per linear foot.

SOIL TYPE BASE COURSE

(1-17-12)

SPI 5-04

Perform the work covered by this provision including, but not limited to, furnishing the source of material; building, maintaining, and obliterating haul roads; clearing and grubbing the material source; removal and disposal of overburden; excavation; hauling; spreading materials; mixing; compacting; shaping to conform to the lines, grades, depth, and typical sections shown on the plans; reconditioning; maintaining the base; restoration of the source and haul roads to an acceptable condition; and seeding and mulching the source.

Materials

Soil type base course consists of one or more natural materials proportioned and blended on the road, and will be Type A, B, or C. Use the type specified in the contract. Provide soil type base course free from vegetative matter and lumps or balls of clay meeting the requirements of the table below for the applicable type. Samples will be taken in accordance with this provision.

ACCEPTANCE CRITERIA FOR SOIL TYPE BASE COURSE

Sieve Size	Type A % Passing	Type B % Passing	Type C % Passing
2"	--	100%	--
1"	100%	70-100%	100%
1/2"	--	55-100%	--
No. 4	--	35-80%	--
No. 10	65-100%	25-65%	65-100%
No. 40	--	15-45%*	--
No. 200	--	5-25%*	--
Material Passing No. 10 Sieve (Soil Mortar)			
No. 40	40-75%	--	40-95%
No. 200	12-35%	--	12-35%
Material Passing No. 40 Sieve			
L. L.	0-25	0-25	0-25
P. I.	0-6	0-6	0-6

* The fraction passing the No. 200 sieve shall be less than 2/3 the fraction passing the No. 40 sieve.

Construction Methods

Prepare the subgrade in accordance with Section 500 of the *2012 Standard Specifications*. Clear and grub the surface of the material sources and thoroughly clean it of all unsuitable material before beginning excavation. Dispose of material resulting from clearing and grubbing in accordance with Article 200-6 of the *2012 Standard Specifications*. Remove and dispose of overburden in accordance with Section 802 of the *2012 Standard Specifications*.

Where payment is to be made by measuring the material in its original position, notify the Engineer sufficiently in advance of beginning excavation of this material in order that the area may be staked and cross sectioned by the Engineer. No payment will be allowed for any material excavated prior to cross sections being taken. Excavate the material to the lines and slopes as staked by the Engineer and perform the excavation in an orderly manner to facilitate measurement at any time.

Where payment is to be made by truck measurement, furnish trucks with bodies suitable for accurate measurement. Load trucks uniformly and in such a manner as to prevent spillage.

Where it is necessary to haul material over existing roads or streets, the requirements of Article 105-15 of the *2012 Standard Specifications* will apply. Use all necessary precautions to prevent damage to the existing structures or pavement. Conduct hauling operations in such a manner as to not interfere with the normal flow of traffic and keep the traffic lanes free from spillage at all times.

Department Furnished Sources

Where the Department furnishes material sources, the location of such sources will be as designated on the plans. The Department will furnish the necessary haul road right of way at locations designated by the Engineer. Build, maintain, and when directed, obliterate all haul roads required at no cost to the Department. Where the haul road is to be reclaimed for cultivation, plow or scarify the area to a minimum depth of 8 inches.

Remove overburden prior to the excavation of the base material when indicated by the plans. Where it is necessary to drain the material source, perform this work in accordance with Section 240 of the *2012 Standard Specifications*.

Leave the material source in a neat and presentable condition after use. Smooth, round, and construct all slopes not steeper than 2:1. Plow or scarify to a minimum depth of 8 inches, disc harrow, and construct terraces where the source is to be reclaimed for cultivation. Seed and mulch the sources in accordance with Sections 1620, 1660, or 1661 of the *2012 Standard Specifications*.

Follow the requirements of Subarticle 230-4(C) of the *2012 Standard Specifications* when electing to substitute material sources for those provided by the Department.

Contractor Furnished Sources

Approval of material sources furnished by the Contractor is subject to the requirements of Subarticle 230-4(C) of the *2012 Standard Specifications*.

Placing Material

Deposit the material on the subgrade in such a manner that when all layers are spread, mixed, and compacted, the required depth of base material will be obtained. Where more than one type of material is to be used, spread each uniformly over the subgrade prior to placing the next material.

Mixing and Compacting

Immediately after placing and spreading the base material, begin mixing operations. Perform the mixing in a manner which will produce a thoroughly and uniformly mixed base course.

Compact the base uniformly throughout the depth and width of the base. Where the base is thicker than 8", spread the base and compact it in 2 layers approximately equal in thickness.

Compact the base to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department. Copies of these modified testing procedures are available upon request from the Materials and Tests Unit.

Compact the base material at a moisture content which is approximately that required to produce the maximum density indicated by the above method. Dry or add moisture to the material when required to provide a uniformly compacted and acceptable base.

Final Shaping

Shape the base to conform to the lines, grades, and typical sections shown on the plans. Take care to prevent the formation of slippage planes in the surface. Thoroughly dry, remix or remove and replace all soft or unstable areas.

Sampling, Testing, and Acceptance

Where the depth of the base is such that the placement of more than one layer is required for proper mixing and compacting, sample, test and have approved each layer of material prior to placing additional base material thereon.

Samples will be taken from the road immediately after the base material has been spread, mixed, and shaped to a true cross section. Sampling and testing for acceptance will be as hereinafter provided.

Use a sampling unit consisting of 500 linear feet when the roadway base is placed in widths 27 feet or less. Use a sampling unit consisting of 1,000 square yards when the base is placed in widths over 27 feet. As an exception to the above, when the base course is constructed utilizing materials in the existing subgrade the sampling units will be reduced

to one half the size indicated above. Use a sampling unit consisting of 1,000 linear feet when placing base on a shoulder or widening of 12 feet or less.

One sample will be taken from a location selected by the Engineer in each unit. The sample will be taken by cutting 3 cores for the full depth of the base course, one on the center line and one approximately 3 feet from each edge, and combining the material as one sample representing the material in that unit.

If the sample tested fails to meet specification requirements, obtain 2 check samples, one on each side of the original sample at 50 feet spacing. The unit will be rejected unless both of these samples meet specification requirements.

Where a unit is rejected, no further samples will be taken from that unit until the material is either corrected by the addition and mixing of suitable material or the rejected material is removed and replaced.

Where the material source is furnished by the Contractor and the Engineer permits the Contractor to correct a rejected unit by the addition and mixing of corrective material, perform all work necessary due to the addition of the corrective material at no cost to the Department.

Where the material source is furnished by the Contractor and the rejected unit is in a final layer of base, furnish and incorporate any material added to correct gradation at no cost to the Department. Resampling of a corrected or replaced unit will be performed in the same manner as original sampling.

Tolerances

After final shaping and compacting of the base, the Engineer will check the surface of the base for conformance with the grade and typical section and will determine the base thickness.

Construct the base with a thickness that is within a tolerance of plus or minus 1/2" of the base thickness required by the plans. Construct the base such that the maximum differential between the established grade and the base within any 100-foot section is 1/2".

Reconditioning

Where sampling and testing indicate that additional material shall be added to the base to produce the required quality, add the required material, remix, recompact, and reshape the base to the required lines, grades, and typical sections.

Where the Contractor furnishes the material source, perform the work of reconditioning at no cost to the Department.

Maintenance

Where the base material is placed in a trench section, provide adequate drainage through the shoulders to protect the subgrade and base until such time as shoulders are completed.

Maintain the surface of the base by machining, watering, and rolling or dragging when necessary to prevent damage to the base by weather or traffic.

Within 24 hours of completion of the base, prime the base slopes where required or, where prime is not required, place sufficient shoulder material against the edges of the completed base to protect the base.

Where the base or subgrade is damaged due to negligence on the part of the Contractor, repair the damaged area; reshape the base to the required lines, grades, and typical sections; and recompact the base to the required density at no cost to the Department.

Measurement and Payment

Soil Type Base Course, Type A will be measured and paid at the contract unit price per cubic yard or ton for the actual number of cubic yards or tons of base course material that has been incorporated into the completed and accepted work. However, no measurement will be made of any additional material which the Engineer has permitted the Contractor to incorporate into a final base layer in the work of reconditioning where the Contractor has furnished the material source.

Measurement of the base course material will be made in accordance with one of the following methods:

(A) When the material is to be measured in its original position, measurement will be made by cross sections and computations will be made by the average end area method. No measurement will be made of any material excavated prior to cross sections being taken.

(B) When the material is to be measured in trucks, the level to which each truck is to be loaded will be measured by the Engineer and each truck shall be suitably marked to indicate the loaded level. Each truck shall bear a suitable mark or number for identification. Load each truck to at least its measured load level when it arrives at the point of delivery. The recorded quantity of material will be adjusted by making a 25 percent deduction to allow for shrinkage, and the adjusted quantity will be the quantity to be paid for.

(C) Where the contract calls for the material to be paid for by the ton, the material will be measured by being weighed in trucks on certified platform scales or other certified weighing devices. No deduction will be made for any moisture contained in the material at the time of weighing.

When material sources are furnished by the Department and the Engineer directs the incorporation of additional material into a rejected sampling unit, the work of reconditioning as provided in the "Reconditioning" section of this provision will be measured as provided below:

When the Contractor furnishes material sources, no measurement of reconditioning will be made.

The quantity of reconditioning to be paid at the contract unit price per 1,000 square yards for *Reconditioning, Soil Type Base Course* will be the actual number of units of 1,000 square yards of base course over which the work of reconditioning has been acceptably performed. The length will be the actual length measured along the centerline of the surface of the base. The width will be the width required by the plans or as directed by the Engineer measured across the top surface of the base.

Where the material source has been furnished by the Department, payment for clearing and grubbing the source will be made as provided in Article 200-8 of the *2012 Standard Specifications*, payment for removal and disposal of overburden will be made as provided for unclassified excavation in Article 225-7 of the *2012 Standard Specifications*, payment for draining the source will be made as provided in Article 240-4 of the *2012 Standard Specifications*, and payment for seeding and mulching the source when required will be made as provided in Article 1660-8 of the *2012 Standard Specifications*.

Where the material source has been furnished by the Contractor, no separate payment will be made for clearing or grubbing, removal and disposal of overburden, draining the source, or seeding the mulching as such work will be considered as incidental to the work covered by this section.

Payment will be made under:

Pay Item
Soil Type Base Course, Type A

Pay Unit
Cubic Yard

BORROW EXCAVATION

The work covered by this item consists of the furnishing and excavation of an approved material from a contractor supplied location for use as a backfill material. Payment will be on cubic yard basis by truck measurement. The quantity of borrow excavation to be paid will be the actual number of cubic yards of approved material, measured in trucks, which has been excavated from the borrow source and incorporated into the completed and accepted work. The recorded capacity of any truck used to transport the borrow will be adjusted by making a 25% deduction to allow for shrinkage and the adjusted capacity will be the quantity paid for. Contractor furnished borrow and waste sites shall comply with section 230 of the Standard Specifications

Basis of payment for "Borrow Excavation" shall be the unit bid price per cubic yard.

AGGREGATE STABILIZATION

The work covered by this section consists of furnishing, placing, and mixing the required amount of aggregate with the subgrade materials, shaping the stabilized subgrade to the required grade and typical section, and compacting.

Basis of Payment - The quantity of stabilizer aggregate, measured as provided in Article 510-6, will be paid for at the contract unit price per ton for "Stabilizer Aggregate." Such price and payment will be full compensation for all work covered by this section including but not limited to excavating, furnishing all aggregate and water, hauling, spreading, mixing, shaping, compaction, and maintenance.

FOUNDATION CONDITIONING MATERIAL

The quantity of foundation conditioning material, measured as provided in Section 300-9(B) will be paid for at the contract unit price per ton for "Foundation Conditioning Material."

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

Payment will be full compensation for all work of foundation conditioning including all pipe undercut excavation, furnishing and placing foundation conditioning material, shaping the pipe foundation, and hauling and disposing of materials.

Basis of payment for "Foundation Conditioning Material" shall be the unit bid price per ton.

SEEDING AND MULCHING

All disturbed areas shall be dressed in typical sections and plowed to a depth of five (5) inches. The top two (2) inches shall be pulverized to provide a uniform seedbed. Lime should be applied before plowing operation.

Lime, seed and fertilizer shall be applied with the necessary equipment to give uniform distribution of these materials. The hand/bucket method is not acceptable.

All areas to be seeded and mulched shall be approved by the Engineer prior to preparing the seedbed. Work shall be in accordance with Section 1660 of the Standard Specifications. The following rates per acre shall apply:

March 1 – August 31			September 1 – February 28		
Tall Fescue	50	pounds	Tall Fescue	50	pounds
Centipede	10	pounds	Centipede	10	pounds
Bermuda grass (hulled)	25	pounds	Bermuda grass (un-hulled)	35	pounds
Fertilizer 10-20-20	500	pounds	Fertilizer 10-20-20	500	pounds
Limestone	4000	pounds	Limestone	4000	pounds

Notes:

1. Fifty (50) pounds of Bahia grass may be substituted for either Centipede or Bermuda grass, but only with Engineer's approval.
2. On cut and fill slopes 2:1 or steeper, Centipede shall be applied at the rate of 5 pounds per acre and add 20 pounds of Sericea Lespedeza from January 1 – December 31.

The seeded area shall be cultipacked to provide a firm seedbed and cover seed. Grain straw shall be applied over seeded areas as mulch. No bare ground shall be visible when riding by a mulched area if proper application is achieved. Thick clumps of straw are not permissible as a uniform coverage is expected. The mulched area shall be tacked with asphalt sufficient to hold straw in place. Crimping in lieu of asphalt tack will not be allowed. Hydroseeding, however, will be considered an acceptable means of seeding and mulching.

Seeding shall be done as work progresses. Upon completion of a phase, those areas shall be seeded and mulched in accordance with Section 1660 and this special provision. All disturbed areas shall be seeded within 14 calendar days maximum, unless otherwise directed by the Engineer.

Payment will be made at the contract unit price bid per acre of "Seeding & Mulching".

STOCKPILE AREAS

The Contractor shall install and maintain erosion control devices sufficient to contain sediment around any erodible material stockpile areas as directed by the Engineer.

SPECIAL PROVISION

ERRATA

(1-17-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

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

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

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

Division 6

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

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

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

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

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

Division 17

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

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.

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full name of Corporation

_____ Address as Prequalified

Secretary/Assistant Secretary
Select appropriate title

President/Vice President/Assistant Vice
President
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

_____ day of _____ 20__.

NOTARY SEAL

_____ Signature of Notary Public

of
_____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

Print or type Signer's name

By

Signature of Partner

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By _____ Signature of Contractor

Print or type Signer's name _____ Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____ 20____

Signature of Notary Public
of _____ County

State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

_____ Print or type Individual name

_____ Address as Prequalified

_____ Signature of Contractor, Individually

_____ Print or type Signer's Name

_____ Signature of Witness

_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this
the

NOTARY SEAL

_____ day of _____ 20__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

FORM W-9

[Rev. 1-92; Rev. 10-94
for Division Contract Use]

Pursuant to Internal Revenue Service Regulations, vendors must furnish their **Taxpayer Identification Number (TIN)** to the State. **If this number is not provided, you may be subject to a 31% withholding on each payment.** To avoid this 31% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information **exactly as it appears on file with the IRS.**

Legal Business Name _____

Address _____

9 Digit Taxpayer Identification Number _____
Social Security Number _____
Federal Employer Identification Number _____

Business Designation (Check One)

- _____ Individual (Requires SSN)
- _____ Sole Proprietorship “
- _____ Partnership (Requires Federal Tax ID)
- _____ Estate/Trust “
- _____ Corporation “
- _____ Public Service Corporation “
- _____ Governmental/Non-Profit “

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. I have not been notified by the IRS that I am subject to backup withholding for failure to report income.

Name (Print or Type) Title (Print or Type)

Signature Date Telephone Number

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**
North Carolina Department of Transportation
Division 6, District 1
Post Office Box 2157
Lumberton, NC 28359

Firm Invoice No. Reference _____
 NCDOT PO / Contract Number _____
 WBS No. (State Project No.) _____

Signed _____

Invoice Line Item Reference	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor /Subconsultant /Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Amount Paid to Subcontractor Firms					\$ _____	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures. I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature _____ **Title** _____
Print Name _____ **Date** _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION CONTRACT BID FORM

WBS NUMBER: 6C.078105 COUNTY: Robeson
DESCRIPTION: Grade, Drain, Base & Erosion Control

Line	Item	SEC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	0043000000-N	226	Comprehensive Grading	1	LS		
2	0106000000-E	230	Borrow Excavation	50	CY		
3	0318000000-E	300	Foundation Conditioning Material	50	TON		
4	0366000000-E	310	15" Diameter RCP Culverts, Class III	288	LFT		
5	0372000000-E	310	18" Diameter RCP Culverts, Class III	88	LFT		
6	0378000000-E	310	24" Diameter RCP Culverts, Class III	112	LFT		
7	111000000-E	510	Aggregate Stabilization	100	TON		
8	1132000000-E	530	STBC, Type A	500	CY		
9	3566000000-E	867	Fence Reset	200	LFT		
10	6000000000-E	1605	Temp. Silt Fence	1200	LFT		
11	6009000000-E	1610	Stone for Erosion Control, Class B	20	TON		
12	6012000000-E	1610	Sediment Control Stone	20	TON		
13	6029000000-E	SP	Safety Fence	1000	LFT		
14	6036000000-E	1631	Matting	70	SY		
15	6071010000-E	SP	Wattle	160	LFT		
16	6071020000-E	SP	Polyacrylamide	10	LB		
17	6084000000-E	1660	Seeding and Mulching	4	ACR		
						SUBTOTAL	

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.

Reviewed by _____ (date) _____

Accepted by NCDOT _____ (date) _____