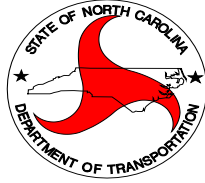


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**DIVISION 8 - DISTRICT 2**

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

**WORK ORDER NUMBER:** TBD (To Be Determined)

**ROUTE:** VARIOUS

**COUNTY:** HOKE, LEE, AND MOORE

**DESCRIPTION:** 15" DIAMETER TO 48" DIAMETER PIPE REPLACEMENT AND  
INSTALLATION

**BID OPENING:** THURSDAY, NOVEMBER 3, 2011

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**NAME OF BIDDER**

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**ADDRESS OF BIDDER**

**RETURN BIDS TO:**

US Postal Service:  
North Carolina Dept. of Transportation  
Division of Highways  
P.O. Box 1067  
Aberdeen, NC 28315  
Attn.: Alison Whitesell, PE

Delivery Service:  
North Carolina Dept. of Transportation  
Division of Highways  
902 N. Sandhills Boulevard  
Aberdeen, NC 28315  
Attn.: Alison Whitesell, PE

**NO BID BOND REQUIRED**

# **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
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 NCDOT 8<sup>th</sup> DIVISION OFFICE AT 902 N SANDHILLS BLVD., ABERDEEN, NC BY 2:00 P.M. ON THURSDAY NOVEMBER 3, 2011.**
12. The sealed bid must display the bidder's name and address and the following statement on the front of the sealed envelope:

**QUOTATION FOR WBS: TBD – 15" DIAMETER TO 48" DIAMETER PIPE REPLACEMENT  
AND INSTALLATION IN HOKE, LEE, AND MOORE COUNTIES TO BE OPENED AT 2:00  
P.M., THURSDAY NOVEMBER 3, 2011.**

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

US Postal Service:  
**North Carolina Dept. of  
Transportation  
Division of Highways  
P.O. Box 1067  
Aberdeen, NC 28315  
Attn.: L. Alison Whitesell, PE**

Delivery Service:  
**North Carolina Dept. of  
Transportation  
Division of Highways  
902 N. Sandhills Boulevard  
Aberdeen, NC 28315  
Attn.: L. Alison Whitesell, PE**

## **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 current edition of the *Standard Specifications for Roads and Structures*. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject any or all bids.

# **PURCHASE ORDER CONTRACT**

## **PROJECT SPECIAL PROVISIONS**

### **GENERAL**

This contract is for 15" to 48" Reinforced Concrete Pipe (RCP) replacement or installation in Hoke, Lee, and Moore Counties.

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

Wherever reference is given to codes, or standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to N.C. State Building Codes. Federal Specifications, ASTM Specifications, N.C. Department of Transportation "Standard Specifications for Roads and Structures", and the like, it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

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*.

### **SMALL BUSINESS ENTERPRISE PROGRAM**

This is a **Small Business Enterprise Program** project, and as such, will be restricted to businesses with a gross income of not more than \$1.5 million, excluding materials during the previous calendar year. The Department's normal bonding and Contractor license requirements will be waived. Since general liability insurance is required, a copy of a certificate of insurance must also be submitted. Proof of small business status will be the previous year's income tax return. A copy of this return does not have to be submitted with this bid proposal, but may be requested at a later date.

### **CONTRACT LIMITATIONS**

In accordance with GS 136-28.10 the total amount paid for work on this project shall not exceed five hundred thousand dollars (\$500,000.00) per year. If the cost of the amount of work successfully accomplished reaches \$500,000.00 within a one calendar year timeframe, the contract will be terminated and no additional work may be performed under the terms of this contract.

## **CONTRACT AND LIQUIDATED DAMAGES**

**The date of availability for this project is upon receipt of purchase order contract.** No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is December 31, 2012.** No extensions will be authorized except as authorized by Article 108-10 of the current edition of the *Standard Specifications*.

**The liquidated damages of One Hundred Dollars (\$100.00) per calendar day** will be charged for each calendar day when the Contractor fails to report to the project or does not complete the project deadlines as required by the Engineer. Once notified to perform a pipe replacement the Contractor will have 30 calendar days to begin work. Failure to begin work within 30 calendar days will result in the assessment of liquidated damages.

**Term of Contract** – The Contractor shall submit his bid for the initial period. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented, except that there will be a clause to allow up to a maximum 5% increase in the existing contract unit prices. The Engineer will notify the Contractor in writing by **October 1, 2012** if the contract may be extended. The Contractor must notify the Engineer in writing by **November 1, 2012** of his acceptance or rejection of this offer. Failure on the part of Contractor to reply will be received as a rejection of contract extension. These dates are subject to change based on lead-time required. If they change it will be covered at the pre construction conference.

## **BASIS OF AWARD:**

The Contractor is advised that this is an annual needs contract and that the quantities as shown on the bid form are estimates only. Actual quantities will be determined on an as needed basis. The quantities shown on the bid form will be used to establish unit prices for each line item and determination of low bid only. The Contractor shall submit a unit price for every item on the bid form.

**Unit prices should reflect actual costs; in accordance with Article 102-15, unbalanced bids may be rejected.**

Quotations will be evaluated based on the total bid of all items. There are no guarantees either stated or implied for the quantities as shown on the bid form. **Payment to the successful low bidder will be based on actual quantities installed and accepted at the PER UNIT PRICE for each item as quoted.**

The Department reserves the right to reject any or all bids.

## **PROSECUTION OF WORK**

The provisions of Section 108 shall apply with the following additions:

Upon notification by the Engineer, the Contractor shall begin work within fourteen (14) calendar days. Notification shall be by phone call or email or letter and either method shall be considered sufficient.

## **LIABILITY INSURANCE:**

(11-18-08)

SP1 G80

**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.

## **CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

SP1 G140

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 Construction Unit or [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)

SP1 G150

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

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

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

## **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.

## **MAINTENANCE OF PROJECT:**

The Contractor shall maintain the project from the date construction begins until project is finally accepted in accordance with Section 104-10, Maintenance of Project, Section 104-11, Final Clean Up, and Section 105-16, Failure to Maintain the Project or Perform Erosion Control Work.

## **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. One hundred percent (100%) payment shall be made after successful completion of the work and all quantities have been verified. The invoices will show the requisition number and purchase order number and should state "Terms Net Ten (10) Days". There will be no retainage held on this project.

# SMALL BUSINESS ENTERPRISE CONTRACT PROJECT SPECIAL PROVISIONS

## General Notes

### MOBILIZATION

This work consists of preparatory work and operations to mobilize personnel, materials, supplies, equipment and incidentals into the District. A mobilization will cover the Contractor moving into the District with the possibility of multiple project locations under one mobilization. The Contractor shall complete all work available in the District before demobilizing which could include work they are notified of while working in the District. The Contractor will be given notification of the projects within the District and will be required to complete all of the work outlined in the notification before another mobilization will be paid.

For Example: Notification states that there is 60 feet of 18 inch in Lee County, 100 feet of 24 inch in Moore County and 40 feet of 30 inch in Hoke County.

EXAMPLE PAYMENT:	Mobilization-----	1 @ \$500.00
	60'---18"-----	60' @ 25=\$1500.00
	100'---24'-----	100' @ 30=\$3000.00
	40'---30"-----	40' @ 35=\$1200.00

**The item of Mobilization shall be paid once per notification to mobilize into District and not per project site.**

<u>Pay Item</u>	<u>Pay Unit</u>
Mobilization	Each

### 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.

### WORK ZONE TRAFFIC CONTROL:

(8-16-11)

R11 R20 Rev.

**Revise the 2006 Standard Specifications as follows:**

**Page 11-3, Article 1101-12 Traffic Control Supervision**, in addition to the stated requirements, add the following:

Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

**Page 11-13, Article 1150-3 Construction Methods**, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

Traffic Control shall be performed by the Contractor on roadways where two-way traffic is to be maintained and work included for traffic control shall be considered incidental to the other line items in this contract and no pay shall be made for traffic control.

Traffic control on roadways that require the road to be closed and detoured shall be done by State Forces or other State Contracted Forces.

#### **TRAFFIC CONTROL BY CONTRACTOR**

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).

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 3 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.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved 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.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

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.

## **PIPE CULVERTS**

All pipe culverts shall be furnished by NCDOT and shall be delivered to the job site. This may include flared end sections. The Contractor shall install these pipe culverts in accordance with the requirements of Division 3 of the NCDOT *Standard Specifications for Roads and Structures*, the *Roadway Standard Drawings* and as directed by the Engineer.

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.

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

Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted to make a watertight joint. 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. Approved joint material will be provided by the NCDOT.

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.

The Contractor shall thoroughly and carefully backfill the pipe in layers not exceeding **6 inches loose** with material approved by the Engineer. Care shall be exercised during the backfill and compaction operations so as to maintain alignment of and prevent damage to the pipe joints. Borrow material may be required if the existing material is deemed unsuitable. NCDOT reserves the right to perform density tests on the pipe backfill. 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 has been placed over the pipe or as approved by the Engineer.

All pipe materials furnished by the contractor 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.

**18” TO 48” RCP CROSSLINE PIPE REPLACEMENT OR INSTALLATION AT VARIOUS DEPTHS**

The contractor shall install on a per linear foot basis NCDOT provided pipe and or flared end sections at locations and depths designated by the Engineer. This work may include, but not be limited to, cutting and removal of asphalt, removal and disposal of existing pipe, shoring as necessary, installation of new pipe to include the installation of pipe joint material and backfilling with existing material where possible (see borrow material statement). No additional payment will be made for asphalt cutting and removal, removal and disposal of existing pipe and unsuitable material, grading to re-establish typical section, shoring, seeding and mulching and traffic control, as this work is considered incidental to the installation of the pipe being replaced. Each pipe size and depth of installation will have a separate unit bid price. The depth of installation shall be determined by taking the difference in the roadway elevation and the bottom of pipe elevation at three locations. (Centerline and each edge of pavement) These elevations (depths) shall be averaged together to determine the depth of installation for the site. Elevations shall be taken in the presence of the Engineer or his duly authorized representative.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
18"-24" RCP Culvert Class III---0' to 5'	Linear Foot
18"-24" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
18"-24" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
30"-36" RCP Culvert Class III---0' to 5'	Linear Foot
30"-36" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
30"-36" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
42"-48" RCP Culvert Class III---0' to 5'	Linear Foot
42"-48" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
42"-48" RCP Culvert Class III---10.1' to 15.0'	Linear Foot

**15” RCP DRIVEWAY PIPE INSTALLATION (NEW LOCATIONS)**

The contractor shall install on a linear foot basis NCDOT provided pipe and/or flared end sections at new driveway locations as directed by the Engineer. This work may include, but not be limited to, installation of new driveway pipe to include the installation of pipe joint material, grading of the existing ditch as needed to provide positive drainage and backfilling pipe with existing material where possible. Grading of the existing ditch to ensure positive drainage shall be limited to ten feet (10) from the inlet and outlet end of the pipe. Grading that is needed outside of the ten feet limit shall be done by the NCDOT. No additional payment will be made for grading the existing ditch to provide positive drainage or re-establishing the typical section, seeding and mulching and traffic control as this work is considered incidental to the installation of the pipe being installed.

**Pay Item**

15" RCP Driveway Pipe Class III

**Pay Unit**

Linear Foot

**PIPE BEDDING MATERIAL**

A sufficient amount (as determined by the Engineer) of Foundation Conditioning Material shall be used as pipe bedding material and shall be paid for at the unit price bid per ton based on the tonnage on the tickets as supplied by the quarry. All the tickets shall be turned in to the Engineer on a daily basis. There shall be no payment for stone without ticket verification. This material shall conform to Section 300 of the *Standard Specifications*.

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. Backfill the undercut with foundation conditioning material, Class V or VI select material. Undercut area shall be backfilled with foundation conditioning material as directed. 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.

There will be no direct payment for undercut excavation and removal of unsuitable material from beneath the existing pipe as this work will be considered incidental to the pipe installation.

**Pay Item**

Foundation Conditioning Material

**Pay Unit**

Ton

**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.

**Pay Item**

Foundation Conditioning Fabric

**Pay Unit**

Square Yard

**BORROW MATERIAL**

There will be a separate item in this contract for borrow material, if the existing backfill material is deemed unsuitable. The Contractor shall in all cases be responsible for furnishing, placing, compacting and any other related additional items. All work for this item shall conform to Sections 230 and 1018 of the *Standard Specifications*. The Engineer will have final approval on the source and acceptability of the borrow material. Borrow material shall be paid for on a cubic yard basis and shall be determined by cross sections of the area to be backfilled. The Contractor shall give the Engineer a minimum of 24 hours notice to request cross sections if needed. Pipe area will be deducted mathematically by the Engineer.

**Pay Item**

Borrow Excavation

**Pay Unit**

Cubic Yard

## **AGGREGATE BASE COURSE**

Aggregate base course (10" depth) will be used as a driving surface over all pipes. This material shall conform to Sections 1006 and 1010 of the *Standard Specifications*. This material will be paid for by the actual number of tons of material satisfactorily placed. At no time will the contractor be permitted to use compacted ABC as backfill material around the pipe. If the contractor elects to backfill with this method, it will be at his expense. Tickets from the issuing quarry will be delivered to the inspector onsite and will be used to determine the actual quantity to be paid.

### **Pay Item**

Aggregate Base Course

### **Pay Unit**

Ton

## **ASPHALT REPLACEMENT**

NCDOT Forces will complete all asphalt replacement after the contractor has completed his work. The Contractor will however be responsible for placing a minimum of 10" of compacted aggregate base course (ABC) over the backfill material as a cap for a riding surface to hold until the asphalt replacement can be performed. The depth of the compacted ABC will be stipulated by the Engineer as needed.

## **PUMP AROUND OPERATION**

A pump around system may be required to provide a passageway for the stream to flow around the work site. The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems that may be required for this project. The contractor shall abide by all environmental permits issued by the governmental agencies with jurisdiction over the stream. The contractor shall install a pump around system at pipe locations deemed necessary. The location of the pump system at the pipe location shall be chosen by the Contractor and approved by the Engineer before work begins.

The quantity of pump around systems may be increased, decreased or eliminated entirely as determined by the Engineer. Such variations in quantity will not be considered as alterations in the details of the construction or a change in the character of the work. See attached Detail for a typical pump around operation.

## **CONSTRUCTION METHODS**

Install temporary impervious dikes as shown on the detail. Pump water around the work site and dewater the work area. Perform necessary pipe work. Remove the impervious dikes and pump system once the work is complete in an area. Immediately stabilize the area following removal of pump around system.

Pumps used for the pump around shall have sufficient capacity to handle the flow of the pipe system being replaced. A minimum of one 6" pump shall be used for the pump around. If the water is turbid or exposed to bare soil, pump through a special stilling basin.

## **MEASUREMENT AND PAYMENT**

Temporary impervious dikes will be considered incidental to the pump around operation. The pump around operation will be measured and paid for as per each Diversion Pumping. The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary tools, materials, and equipment; construction, maintenance and removal of the impervious dikes and pump around system.

### **Pay Item**

Diversion Pumping

### **Pay Unit**

Each

## **IMPERVIOUS DIKE**

### **Description**

This work consists of furnishing, installing, maintaining and removing an Impervious Dike for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall be constructed of an acceptable material in the locations as directed.

### **Materials**

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or impervious fabric.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

### **Measurement and Payment**

Impervious Dike will not be measured and paid for under this article. Temporary Impervious Dikes will be considered incidental to the pump around operation. Diversion Pumping will be measured and paid for as provided elsewhere in the contract.

## **SPECIAL STILLING BASIN**

### **Description**

This work consists of furnishing, placing and removing special stilling basin(s) as directed. The special stilling basin can be used to filter pumped water during construction of drilled piers, footing excavation, and/or culvert construction. The special stilling basin can also be used for sediment storage at the outlet of temporary slope drain pipe(s)

### **Materials**

Refer to Division 10

### **Item**

Filter Fabric for Drainage, Type 2  
Sediment Control Stone

The filter fabric and sediment control stone shall be clean and shall not contain debris.

The special stilling basin shall be a water permeable fabric bag that traps sand, silt and fines as sediment-laden water is pumped into it, or as runoff flows into it through the temporary slope drain pipe(s).

The special stilling basin shall be a bag constructed to a minimum size of 10' x15' made from a nonwoven fabric. It shall have a sewn-in 8" (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seam shall have minimum wide width strength as follows:

**Test Method**  
ASTM D-4884

**Minimum Specifications**  
60 lb./in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength and permeability.

<b>Property</b>	<b>Test Method</b>	<b>Minimum Specifications</b>
Weight	ASTM D-3776	8.0 oz. /yds.
Grab tensile	ASTM D-4632	200.0 lb.
Puncture	ASTM D-4833	130.0 lb.
Flow rate	ASTM D-4491	80.0 gal/min/sf
Permittivity	ASTM D-4491	1.2 1/sec
UV Resistance	ASTM D-4355	70.0%

**Construction Methods**

The Contractor shall install the special stilling basin(s), filter fabric and stone in accordance with Standard Drawing No. 1630.06 as directed by the Engineer. The special stilling basin(s) shall be placed on level ground.

The special stilling basin(s) shall be constructed such that it is portable and can be used as required by the project. If needed, temporary slope drains pipe or pump discharge hoses will be attached to the special stilling basin to divert runoff or pumped effluent directly into the special stilling basin. The special stilling basin may be cut to allow slope drain pipe to be inserted if needed and tied off tightly. The remaining sleeve or spout of the bag, if present, may be used to connect more than one special stilling basin in series as directed. If not used in this manner, the sleeve shall be tied off tightly to allow the bag to contain the effluent and force it to filter through the sides of the special stilling basin. The special stilling basin(s) shall be placed so the incoming runoff or pumped effluent flows into and through it without causing erosion to adjacent slopes or stream banks. In areas of turbidity and water quality concern, the special stilling basin(s) shall be placed up grade and its runoff directed into a sediment control measure before being allowed to discharge into jurisdictional waters.

The special stilling basin(s) shall be replaced and disposed of when it is ¾ full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Engineer shall be received before removal and replacement.

The Contractor shall be responsible for providing a sufficient quantity of bags to contain silt from pumped effluent during construction. A sufficient quantity of special stilling basin(s) shall be provided to contain sediment from temporary slope drain runoff.

**Measurement and Payment**

Special Stilling Basin will be measured and paid as the actual number of bags used during construction as specified and accepted.

Filter Fabric for Drainage will be measured and paid for in accordance with Article 876-4 of the Standard Specifications.

Sediment Control Stone will be measured and paid for in accordance with Article 1610-4 of the Standard Specifications.

Such price and payment will be full compensation for all work covered by this section, including but not limited to, furnishing all materials, placing and maintaining the special basin(s) and removal and disposal of silt accumulations and bag.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
Special Stilling Basin	Each

# **PURCHASE ORDER CONTRACT**

## **PROJECT STANDARD PROVISIONS**

### **AUTHORITY OF THE ENGINEER**

In accordance with Section 105 of the *2006 Standard Specifications for Roads and Structures* and the following provisions: the Engineer for this project shall be the Division Engineer, Division 8, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

### **MATERIALS AND TESTING:**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the current edition 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.

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

Delivery tickets for all **asphalt and stone material** shall be furnished in accordance with Section 106-7 of the current edition of the *Standard Specifications* and shall include the following information:

1. NCDOT WBS Element
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material
8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number (if for asphalt plant mix)
14. Asphalt Plant Certification Number (if for asphalt plant mix)

### **SUBLETTING OF CONTRACT**

In accordance with Section 108, the Contractor is reminded that he shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein; without written consent of 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 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. 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.

### **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.

### **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 Saturdays or Sundays, nor legal State holidays. Work shall only be performed when weather, traffic, and visibility conditions allow safe operations.

### **NOTIFICATION OF OPERATIONS:**

The Contractor shall notify the Engineer at least 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

### **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.

**STANDARD SPECIAL PROVISIONS**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z 2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with 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>Hot Applied Joint Sealer</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 6-68; 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 Concrete 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 D335**9**

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 **1068-10 BLANK** and **1068-11 BLANK** on the lines just above 1068-12 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.

#### **Division 17**

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-**8**
- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-**9**

**END**

## **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

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

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

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

**CORPORATE SEAL**

**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

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
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  
LIMITED LIABILITY COMPANY**

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

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

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

SIGNATURE OF CONTRACTOR

\_\_\_\_\_

Full Name of Firm

\_\_\_\_\_

Address as Prequalified

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Signature of  
Member/Manager/Authorized Agent  
*Select appropriate title*

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

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the  
\_\_\_\_\_ 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**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

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

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

\_\_\_\_\_ Signature of Contractor, Individually

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

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

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

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

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Division Contract Officer

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Date

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

## DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.



# North Carolina Department of Transportation

## PURCHASE ORDER CONTRACT BID FORM

Work Order Number: To Be Determined

Description: 15" to 48" Pipe Replacements and Installations

Counties: Hoke, Lee, and Moore

ITEM	ACTIVITY NO.	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	4101000	800	MOBILIZATION	10	EA		
2	4101105	230	BORROW MATERIAL	1,000	CYD		
3	4101295	300	FOUNDATION CONDITIONING MATERIAL	220	TON		
4	SP	SP	FOUNDATION CONDITIONING FABRIC	600	SYD		
5	4101345	310	15" RCP DRIVEWAY PIPE, CLASS III	350	LFT		
6	SP	310	18" to 24" RCP CULVERT, CLASS III--0' to 5'	120	LFT		
7	SP	310	18" to 24" RCP CULVERT, CLASS III--5.1' to 10.0'	120	LFT		
8	SP	310	18" to 24" RCP CULVERT, CLASS III--10.1' to 15.0'	60	LFT		
9	SP	310	30" to 36" RCP CULVERT, CLASS III--0' to 5'	120	LFT		
10	SP	310	30" to 36" RCP CULVERT, CLASS III--5.1' to 10.0'	120	LFT		
11	SP	310	30" to 36" RCP CULVERT, CLASS III--10.1' to 15.0'	60	LFT		
12	SP	310	42" to 48" RCP CULVERT, CLASS III--0' to 5.0'	120	LFT		
13	SP	310	42" to 48" RCP CULVERT, CLASS III--5.1' to 10.0'	120	LFT		
14	SP	310	42" to 48" RCP CULVERT, CLASS III--10.1' to 15.0'	60	LFT		
15	4101915	520	AGGREGATE BASE COURSE	225	TON		
16	SP	SP	DIVERSION PUMPING	5	EA		
17	SP	SP	SPECIAL STILLING BASIN	10	EA		
18	4103730	876	FILTER FABRIC FOR DRAINAGE	180	SYD		
19	4105780	1610	SEDIMENT CONTROL STONE	120	TON		

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

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

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

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

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

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