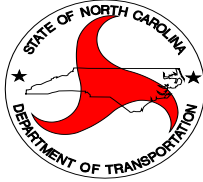


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 8 - DISTRICT 2

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBER: TBD (To Be Determined)
ROUTE: VARIOUS
COUNTY: HOKE, LEE, AND MOORE
DESCRIPTION: SEALING OF EXISTING PAVEMENT CRACKS
BID OPENING: WEDNESDAY, DECEMBER 14, 2011

NAME OF BIDDER

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 8th DIVISION OFFICE AT 902 N SANDHILLS BLVD., ABERDEEN, NC BY 2:00 P.M. ON WEDNESDAY, DECEMBER 14, 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 – SEALING OF EXISTING PAVEMENT CRACKS IN HOKE, LEE, AND MOORE COUNTIES TO BE OPENED AT 2:00 P.M., WEDNESDAY, DECEMBER 14, 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 102-10) 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 sealing of existing pavement cracks 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 2012, the North Carolina Department of Transportation Roadway Standards Drawings 2012, 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 January 17, 2012. No work will be permitted and no purchase order will be issued until all prerequisite conditions and certifications have been satisfied.

The completion date for this project is May 18, 2012. No extensions will be authorized except as authorized by Article 108-10 of the current edition of the Standard Specifications.

The Contractor must submit a schedule on the Friday preceeding the week in which the proposed routes will be sealed. An inspector(s) will be assigned to oversee the approval of the sealing schedules. The Contractor must cooperate with the State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of work, such alterations in plans or details of construction as may be found necessary or desirable by the Engineer to complete the work.

Liquidated damages for this contract are **One Hundred Dollars (\$100.00) per calendar day**.

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.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 A

The Contractor shall complete all required work of crack sealing the entrance roadway and parking lot for the Weymouth Woods Sandhills Nature Preserve located off of SR 2074 (Fort Bragg Road) in Moore County. This work shall be completed before **February 15, 2012.**

DAY AND TIME RESTRICTIONS

Crack sealing for the Weymouth Woods Sandhills Nature Preserve shall be done between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday.

In addition, the Contractor shall not narrow or close a lane of traffic on any road, detain and/or alter the traffic flow on or during holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:30 a.m.** December 31st and **7:00 p.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **7:00 p.m.** the following Tuesday.
3. For **Easter**, between the hours of **6:30 a.m.** Thursday and **7:00 p.m.** Tuesday.
4. For **Memorial Day**, between the hours of **6:30 a.m.** Friday and **7:00 p.m.** Wednesday.
5. For **Independence Day**, between the hours of **6:30 a.m.** the Friday before the week of Independence Day and **7:00 p.m.** the following Monday after the week of Independence Day.
6. For **Labor Day**, between the hours of **6:30 a.m.** Friday and **7:00 p.m.** Wednesday.
7. For **Thanksgiving Day**, between the hours of **6:30 a.m.** Tuesday and **7:00 p.m.** Monday.
8. For **Christmas**, between the hours of **6:30 a.m.** the Friday before the week of Christmas Day and **7:00 p.m.** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

Additionally, the Contractor shall not close or narrow a lane of **US 15/501, NC 705, US 1, and NC 20** for emergency or non-emergency work from 7:30 a.m. to 8:30 a.m. and 4:30 p.m. to 6:00 p.m. Monday through Friday.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein. The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in the existing pattern.

The liquidated damages are **One Hundred Dollars (\$100.00) per hour** or any portion thereof.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

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

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

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/.

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.

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.

EMPLOYMENT:

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(O) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

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

ROADWAY

MOBILIZATION:

Mobilization will be considered incidental to the various bid items in the contract.

SEALING EXISTING PAVEMENT CRACKS:

(7-01-95)

SP6 R50

Description

The work covered by this provision consists of sealing existing longitudinal and transverse pavement cracks with Sealant Type 2, PS/AR (hot-poured rubber asphalt) at locations as directed by the Engineer. The Contractor will not be required to seal the existing edge joints.

Materials

Use Sealant Type 2, PS/AR (hot-poured rubber asphalt) meeting the requirements of Article 1028-2 of the *Standard Specifications*. Approved sealants shall be composed of 100% virgin components; sealants with recycled materials are not allowed.

Construction Methods

Install the sealant so that it forms a complete watertight bond with a high degree of elasticity, with maximum flexibility and longevity under extreme temperature ranges.

Use a HCA (hot compressed air) lance at all times to blast out any vegetation, dirt, dampness, and loose materials from the cracks.

Use a concentrated hot air jet that is a minimum of 3000°F in temperature and that has a minimum air jet force of 3000 feet per second of blasting.

Force open asphalt cracks, clean warm and dry, and have ready for the application of the preheated sealant for maximum crack sealability.

Preheat the sealant to correct temperature, using the air jacketed flow method to prevent the burning of the modified rubber in the sealant. Perform this by means of a trailer mounted 190 gallon safety tested crack sealant preheater melter kettle, with a horizontally mounted full sweep double paddle agitator.

Apply sealant in the prepared cracks at a temperature range of 370°F minimum and 420°F maximum, using the pressure screed shoe to completely fill the crack, leaving a sealed 2" overband. Excessive overbanding or waste of sealant materials will not be tolerated.

Do not apply the PS/AR sealant when the surface temperature of the pavement is below 32°F.

All cracks sealed must have a minimum of 1/8" depth of sealant installed.

After the crack has been sealed, promptly remove any surplus sealer on the pavement. Do not permit traffic over the sealed cracks without approval by the Engineer.

The sealant is to be packaged in polyethylene bags and placed in boxes that weigh approximately 60 pounds. The sealant may be packed in 60 pound boxes containing two polyethylene bags of sealant,

which weigh approximately 30 pounds each. Boxes of sealant are to be palletized for shipment. The pallets are to be protected with a weatherproof covering. The Contractor is responsible for storage.

Measurement and Payment

Sealing Existing Pavement Cracks - The amount of the sealant material to be paid for will be the actual number of pounds of material that has satisfactorily been used to seal pavement cracks in the designated highway. Any material that has been spilled, used in excessive overbanding, wasted, misapplied, or unsatisfactorily used in any way will be deducted in determining quantities for payment. The Engineer will determine the quantity, if any, to be deducted. The Engineer's decision on the quantity to be deducted will be final and binding.

The above price and payment will be full compensation for all work required to seal the pavement cracks including but not limited to furnishing, hauling, loading and unloading, and storage of all sealant materials; cleaning and preparation of cracks to be sealed; application of sealant material in the prepared cracks; any clean-up; and any incidentals necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item	Pay Unit
Sealing Existing Pavement Cracks	Pound

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:

In accordance with **Article 1101-13 Traffic Control Supervision**, at least one qualified Work Zone Supervisor shall be required. 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/>.

In accordance with **Article 1150-3 Construction Methods**, 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 BY CONTRACTOR

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, Divisions 10 and 11 of the *Standard Specifications* and the following provisions:

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.

The Contractor shall not close or block any lane of traffic during the life of this contract. In general, eight (8) signs, 48"x48", with black letters and orange background, will be required. There are to be an equal quantity of signs bearing these messages: "ROAD WORK AHEAD" (placed prior to the beginning of the work zone) and "END WORK ZONE" (placed at the end of the 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 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.

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.

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(B) of the Standard Specifications.

No additional compensation will be provided for meeting the requirements of this section on "Traffic Control, Work Zone Safety and Accident Protection", as these requirements will be considered incidental to other contract bid items.

LIST OF ROADS FOR SEALING EXISTING PAVEMENT CRACKS

MAP	COUNTY	ROAD	FROM	TO	LENGTH
1	MOORE	US 15/501	END DIV HIGH	LEE CO LINE	7.09
2	MOORE	NC 705	SR 1270	NC 24	5.25
3	MOORE	US 1	US 1	LEE CO LINE	7.60
4	MOORE	SR 2023	SR 2026	NC 690	6.64
5	MOORE	SR 2026	SR 2027	SR 2024	4.86
6	MOORE	SR 1137	NC 211	SR 1126	4.23
7	MOORE	SR 1126	MONT. CO LINE	SR 1125	3.01
8	MOORE	SR 1848	CONST. JT	SR 2035	1.17
9	MOORE	SR 2053	US 1	SR 2074	1.24
10	MOORE	SR 1491	SR 1477	NC 24	1.08
11	MOORE	SR 1490	SR 1477	NC 24	1.80
12	MOORE	SR 1661	SR 1814	US 15	3.68
13	MOORE	SR 1931	US 15	END MAINT.	0.4
14	MOORE	SR 1309	US 15	BEG. DIV HIGH.	1.18
15	MOORE	SR 1270	MP 6.60	SR 1210	1.59
16	MOORE	SR 1240	SR 1248	SR 1242	1.11
17	MOORE	Weymouth Woods	SR 2074	All of roadway and parking lot	0.246
18	HOKE	NC 20	US 401 BUS	ROBESON CO	9.12
19	HOKE	SR 1418	US 401	SR 1406	3.29
20	HOKE	SR 1436	SR 1435	SR 1001	5.26
21	HOKE	SR 1436	SR 1001	NC 211	3.54
22	LEE	SR 1237	US 1	NC 42	6.52

PURCHASE ORDER CONTRACT

PROJECT STANDARD PROVISIONS

AUTHORITY OF THE ENGINEER

In accordance with Section 105 of the *2012 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.

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.

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 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*.

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12)

Z-4

Revise the *2012 Standard Specifications* on all projects 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,".

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING:

(10-16-07) (Rev. 7-21-09)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

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

Measurement and Payment

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

**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

_____ Signature of Witness By _____ 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
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 venturers 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

____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Division Contract Officer

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 CONTRACT BID FORM

Work Order Number: TBD (To Be Determined)
Description: Sealing of Existing Pavement Cracks
Counties: Hoke, Lee, and Moore

ITEM	ACTIVITY NO.	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	4101825	SP	Sealing Existing Pavement Cracks	193,960	LB		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____