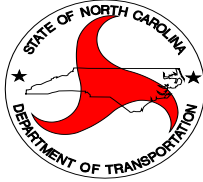


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 8 – DISTRICT 3

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBER: TBD (To Be Determined)

ROUTE: Various

COUNTY: Montgomery, Richmond, Scotland

DESCRIPTION: Installing concrete curb ramps, curb and gutter, and sidewalk

BID OPENING: Tuesday, November 22, 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 TUESDAY, NOVEMBER 22, 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 ELEMENT TBD – INSTALLING CONCRETE CURB RAMPS,
CURB AND GUTTER, AND SIDEWALK IN MONTGOMERY, RICHMOND, AND SCOTLAND
COUNTIES TO BE OPENED AT 2:00 P.M., TUESDAY, NOVEMBER 22, 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 installing concrete curb ramps, curb and gutter, and sidewalk as needed in Montgomery, Richmond, and Scotland 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 TIME AND LIQUIDATED DAMAGES

The date of availability for this project is January 1, 2012. The Contractor will be notified by the Engineer of job location and scope and shall begin work on the project within 14 days after this notification or as determined by the Engineer. Failure to begin work within 14 calendar days will result in the assessment of liquidated damages. 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. If the term of the contract is extended, the date of availability in succeeding years will be January 1st, and the completion date will be December 31st each year. 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 respond within 14 days or does not complete the project deadlines as required by the Engineer.

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. The Department reserves the right to increase or reduce quantities with no adjustment in unit prices.

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 of work performed 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, email, or letter and any of these methods 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)

RG 140

If the Contractor elects to file a written claim or requests an extension of the contract time, it shall be submitted on the Contractor Claim Submittal Form (CCSF) available through the Construction Unit or http://ncdot.org/doh/opertions/dp_chief_eng/constructionunit/formsmanuals/.

OUTSOURCING OUTSIDE THE USA:

(9-21-04)

RG 150

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

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

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

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

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

SPI 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)

SPI 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)

RG184

Revise the *2006 Standard Specifications* as follows:

Page 1-24, Subarticle 102-16(O), delete and replace with the following:

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

Page 1-72, Article 108-5 CHARACTER OF WORKMEN, METHODS, AND EQUIPMENT, delete the first sentence of the second paragraph and delete 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.

PURCHASE ORDER CONTRACT
PROJECT SPECIAL PROVISIONS

CONCRETE INSTALLATION

NOTIFICATION OF OPERATIONS

The Department of Transportation shall notify the Contractor of the requested work in writing.

The Contractor shall notify the Engineer 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.

MOBILIZATION

Mobilization consists of preparatory work for the movement of personnel, equipment, supplies, and incidentals to the project site. Mobilization will be paid on each project at the lump sum amount bid for "Mobilization". For example, if the Contractor is requested to install 25 feet of curb and gutter, he will be paid the amount bid for the curb and gutter plus the lump sum price bid for mobilization.

For example: 25 lin. ft. curb and gutter X \$25.00/ft. = \$625.00
Mobilization 300.00
Amount Due \$925.00

The item Mobilization is to be used once per project site and not per item at a project site.

WORK TO BE PERFORMED BY STATE FORCES

State Forces will perform all asphalt patching repairs and reseeding of disturbed areas.

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

Quantities shown on the bid form are estimates only. **Payment to the Contractor will be made only for the actual quantities** of the various items that are completed and accepted in accordance with the terms of the contract.

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.

REMOVAL OF EXISTING CONCRETE CURB & GUTTER

This item will include the saw cutting, removal and disposal of all curb & gutter of any type and asphalt. The Contractor will only be allowed to remove the amount of curb & gutter that can be replaced in the same day. If the Contractor removes more curb & gutter than he can replace on a given day, then the Contractor shall backfill all open trenches prior to halting operations for that day.

Basis of payment will be the unit price bid per linear foot for removal of existing concrete curb & gutter.

REMOVAL OF EXISTING CONCRETE SIDEWALK & CURB RAMPS

This item includes, but not limited to, saw cutting, excavation, backfilling, removal and disposal of all concrete sidewalk and curb ramps.

Basis of payment will be the unit price bid per square yard for the removal of existing concrete sidewalk and curb ramps.

CONCRETE CURB AND GUTTER

All concrete curb and gutter shall be constructed in accordance with Section 846 of the *Standard Specifications* and *Roadway Standard Drawing* 846.01. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks parallel to the curb line or gutter line. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. Curb and gutter placed by machine shall not be placed until the stringline and base have been inspected and approved by the Department of Transportation.

Basis of payment will be the unit price bid for 2'-6" Concrete Curb and Gutter, Shoulder Berm Gutter, Expressway Berm Gutter or 8" x 6" Median Curb, per linear foot, and will cover all incidentals involved in executing said work.

CONTRACTOR WILL SUPPLY ALL MATERIALS

CURB RAMPS

Curb ramps shall be installed in accordance with the American Disabilities Act (ADA), Section 848 of the *Standard Specifications* and the current NCDOT *Roadway Standard Drawings* 848.05 and 848.06. Payment for this item will be full compensation for saw cutting, removing and disposing of the existing concrete curb ramps and sidewalk; all grading necessary to construct the curb ramp; repairs to damaged sidewalk; and any other incidentals associated with the construction of the curb ramps.

Basis of payment will be the unit price bid for Concrete Curb Ramps per square yard.

CONTRACTOR WILL SUPPLY ALL MATERIALS

DETECTABLE WARNINGS TO RETROFIT EXISTING CURB RAMPS:

(10-21-03) (Rev 8-16-11)

SP8 R125

Description

Construct detectable warnings consisting of raised truncated domes to retrofit existing curb ramps in accordance with the plan details, Section 848 of the 2006 *Standard Specifications*, the requirements of the 28 CFR Part 36 ADA Standards for Accessible Design and these provisions.

Materials

Detectable warning for retrofitting existing curb ramps shall consist of raised truncated domes. The description, size and spacing shall conform to Section 848 of the *Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Product List for Curb Ramps.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

- (A) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **when constructed of precast concrete** they shall conform to the material requirements of Article 848-2 of the *Standard Specifications*.
- (B) **Detectable Warnings shall** consist of a base with integrated raised truncated domes, and **may be comprised of other materials including but not limited to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile**, which are applied directly to the curb ramps by incorporating into or attaching to the existing ramp floor. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners, anchors, or adhesives for attachment in the existing ramp and shall be furnished as a system from the manufacturer.

 Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C 1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.
- (C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Article 106-1(B) of the *Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

- (A) Prior to placing detectable warnings in existing concrete curb ramps, saw cut to the full depth of the concrete, for other material remove as necessary, and adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *Standard Specifications*.
- (B) Install all detectable warning to retrofit existing curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Retrofit Existing Curb Ramps with detectable warnings constructed of any type material will be paid for as the actual number of retrofitted curb ramps, which have been completed and accepted. Such price and payment will be full compensation for excavating and backfilling; sawing, repairing and replacing portions of the existing curb ramp within the pay limits for retrofit shown on the detail; pavement repairs; furnishing and placing detectable warnings, construction joints and removing and disposing of portions of the existing curb ramp when required and for all materials, labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Retrofit Existing Curb Ramp	Each

DETECTABLE WARNINGS FOR PROPOSED CURB RAMPS:

(6-15-10) (Rev 8-16-11)

SP8 R126

Description

Construct detectable warnings consisting of integrated raised truncated domes on proposed concrete curb ramps in accordance with the *2006 Standard Specifications*, plan details, the requirements of the *28 CFR Part 36 ADA Standards for Accessible Design* and this provision.

Materials

Detectable warning for proposed curb ramps shall consist of integrated raised truncated domes. The description, size and spacing shall conform to Section 848 of the *Standard Specifications*.

Use material for detectable warning systems as shown herein. Material and coating specifications must be stated in the Manufacturers Type 3 Certification and all Detectable Warning systems must be on the NCDOT Approved Product List for Curb Ramps.

Install detectable warnings created from one of the following materials: precast concrete blocks or bricks, clay paving brick, gray or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile. Only one material type for detectable warning will be permitted per project, unless otherwise approved by the Engineer.

(A) Detectable Warnings shall consist of a base with integrated raised truncated domes, and **when constructed of precast concrete** they shall conform to the material requirements of Article 848-2 of the *Standard Specifications*.

(B) Detectable Warnings shall consist of a base with integrated raised truncated domes, and **may be comprised of other materials including, but not limited, to clay paving brick, gray iron or ductile iron castings, mild steel, stainless steel, and engineered plastics, rubber or composite tile**, which are cast into the concrete of the curb ramps. The material shall have an integral color throughout the thickness of the material. The detectable warning shall include fasteners or anchors for attachment in the concrete and shall be furnished as a system from the manufacturer.

Prior to installation, the Contractor shall submit to the Engineer assembling instructions from the manufacturer for each type of system used in accordance with Article 105-2 of the *Standard Specifications*. The system shall be furnished as a kit containing all consumable materials and consumable tools, required for the application. They shall be capable of being affixed to or anchored in the concrete curb ramp, including green concrete (concrete that has set but not appreciably hardened). The system shall be solvent free and contain no volatile organic compounds (VOC). The static coefficient of friction shall be 0.8 or greater when measured on top of the truncated domes and when measured between the domes in accordance with ASTM C1028 (dry and wet). The system shall be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to degradation by motor fuels, lubricants and antifreeze.

(C) When steel or gray iron or ductile iron casting products are provided, only products that meet the requirements of Article 106-1(B) of the *Standard Specifications* may be used. Submit to the Engineer a Type 6 Certification, catalog cuts and installation procedures at least 30 days prior to installation for all.

Construction Methods

(A) Prior to placing detectable warnings in proposed concrete curb ramps, adjust the existing subgrade to the proper grade and in accordance with Article 848-3 of the *Standard Specifications*.

(C) Install all detectable warning in proposed concrete curb ramps in accordance with the manufacturer's recommendations.

Measurement and Payment

Detectable Warnings installed for construction of proposed curb ramps will not be paid for separately. Such payment will be included in the price bid for *Concrete Curb Ramps*.

CONCRETE SIDEWALKS, DRIVEWAYS AND CURB RAMPS:

(8-16-11)

R8 R128

Revise the *2006 Standard Specifications* as follows:

Page 8-35, Section 848 CONCRETE SIDEWALKS, DRIVEWAYS AND CURB RAMPS, replace "wheelchair" with "curb" throughout the section.

Page 8-35, Article 848-2 Materials, replace the last paragraph with the following:

Detectable warnings may be precast concrete blocks or other approved material. Construct detectable warning truncated domes in accordance with details and plans.

Page 8-36, Article 848-3 Construction Requirements, replace the last sentence of the last paragraph with the following:

The surface of the domes shall contrast visibly with adjoining surfaces, either light-on-dark or dark-on-light sequence, covering the entire ramp.

Page 8-36, Article 848-4 Measurement and Payment, replace the pay item "Concrete Wheelchair Ramps" with "Concrete Curb Ramps." The pay item list will include the following:

Payment will be made under:

Pay Item	Pay Unit
Concrete Curb Ramps	Each

CONCRETE SIDEWALKS & DRIVEWAYS

All work shall be in accordance with Section 848 of *Standard Specifications* and *Roadway Standard Drawings* 848.01 and 848.02 or 848.03. Concrete shall be Class B, and the concrete shall be given a light broom finish with the brush marks traverse to the direction of traffic. Where it is necessary to remove a portion of existing sidewalk, the Contractor will be required to furnish a neat edge along the pavement to be retained by sawing a neat line approximately 2 inches deep with a concrete saw before breaking the adjacent pavement away. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. This item will also include the fine grading for sidewalks.

Basis of payment will be the unit price bid for 4" Concrete Sidewalk per square yard, 8" Concrete Sidewalk per square yard, and unit bid for 6" Concrete Driveway per square yard.

CONTRACTOR WILL SUPPLY ALL MATERIALS

PAVED CONCRETE DITCH

All work shall be in accordance with Section 850 of the *Standard Specifications* and as directed by the Engineer. Item will include fine grading approximately two inches for placement.

Basis of payment will be the unit price bid for 4" Concrete Paved Ditch per square yard.

CONTRACTOR WILL SUPPLY ALL MATERIALS

CONCRETE TRAFFIC ISLANDS

All work shall be in accordance with Section 852 of the *Standard Specifications* and Road Standard Drawing 852.01.

Basis of payment will be the unit price bid for 3" Concrete Island Cover or 5" Monolithic Concrete Island per square yard.

CONTRACTOR WILL SUPPLY ALL MATERIALS

DAMAGE TO NCDOT PROPERTY

Any damage to NCDOT property shall be repaired or replaced by the Contractor to the satisfaction of the Engineer. Payment to Contractor for work performed may be withheld until acceptable repairs are made to damaged property.

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.

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.

MATERIALS AND TESTING

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

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

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

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

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.

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 Sundays and legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

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), 1st paragraph, 2nd 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, 1st 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
Hot Applied Joint Sealer	1028-2

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 710-1**0**(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 100**6** 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
45 lb	75 lb	--	--	75 lb

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 _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____, 20_____

NOTARY SEAL

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

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

PURCHASE ORDER CONTRACT BID FORM

Work Order Number: To Be Determined
 Installing Concrete Wheelchair Ramps, Curb and Gutter, and Sidewalk
 Montgomery, Richmond, and Scotland Counties

ITEM	ACTIVITY	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	4101000	SP	Mobilization	1	EA		
2	4103046	SP	Removal of Existing Concrete Curb & Gutter	25	LF		
3	SP	SP	Removal of Existing Sidewalk and Curb Ramps	25	SY		
4	SP	846	2'6" Concrete Curb & Gutter (0 – 100 LF)	100	LF		
5	SP	846	2'6" Concrete Curb & Gutter (101 – 500 LF)	500	LF		
6	4103050	846	Shoulder Berm Gutter	50	LF		
7	4103065	846	Expressway Curb & Gutter	50	LF		
8	SP	846	8" x 6" Median Curb	100	LF		
9	4103090	848	4" Concrete Sidewalk	100	SY		
10	SP	848	8" Concrete Sidewalk	10	SY		
11	4103100	848	Concrete Curb Ramps	40	SY		
12	SP	SP	Retrofit Existing Curb Ramp	10	EA		
13	4103115	848	6" Concrete Driveway	75	SY		
14	4103125	850	4" Paved Ditch	10	SY		
15	4103135	852	3" Concrete Island Cover	10	SY		
16	4103155	852	5" Monolithic Concrete Island	50	SY		
17	SP	SP	6" Concrete Slab	25	SY		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____