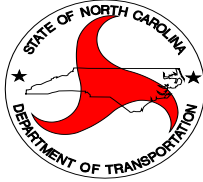


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**DIVISION 8 - DISTRICT 3**

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

**WBS NUMBER:** TO BE DETERMINED  
**ROUTE:** VARIOUS  
**COUNTY:** MONTGOMERY, RICHMOND, SCOTLAND  
**DESCRIPTION:** REPAIR AND REPLACE WOVEN WIRE FENCE AND CHAIN LINK FENCE AS NEEDED  
**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 8<sup>th</sup> 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 "TO BE DETERMINED"– INSTALL, REPAIR, AND REPLACE WOVEN WIRE FENCE AND CHAIN LINK FENCE AS NEEDED 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, repairing, and replacing woven wire fence and chain link fence 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 AND LIQUIDATED DAMAGES**

1. **Term of the Contract-** The Contractor shall submit his bid for one year. 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 November 1 if the contract may be extended. The Contractor must notify the Engineer in writing by November 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.
2. **The date of availability for this project is January 1, 2012.** The Contractor will be notified in writing by the Engineer of job location and scope and shall begin work on the project within 14 days after this written notification or as determined by the Engineer. No work will be permitted and no purchase order will be issued until all prerequisite conditions and certifications have been satisfied.
3. **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 1<sup>st</sup>, and the completion date will be December 31<sup>st</sup> each year. No extensions to the completion date will be authorized except as allowed by Article 108-10 of the *Standard Specifications*.
4. **Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day for each calendar day when the Contractor fails to report to the project, which begins 14 days after initial notification, or does not complete project deadlines as required by the Engineer.**

## **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/](http://ncdot.org/doh/opertions/dp_chief_eng/constructionunit/formsmanuals/).

**OUTSOURCING OUTSIDE THE USA**

(9-21-04) (5-16-06)

SP1 G150

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

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

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

**LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:**

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

SP1 G151

Revise the *2006 Standard Specifications* as follows:

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

## **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.

# **SMALL BUSINESS ENTERPRISE CONTRACT** **PROJECT SPECIAL PROVISIONS**

## **FENCE INSTALLATION**

### **GENERAL**

Repair of damaged woven wire fence and chain link fence along various routes in Montgomery, Richmond, and Scotland Counties will be designated by the Engineer. The amount of fence to be repaired will be a **minimum of 50 LF** before the Contractor is expected to mobilize to a county. If the Contractor is called to make repairs for a lesser amount, he will be guaranteed the amount bid for components needed for the "replacement" of 50 LF. There may be multiple sites within a county and the aggregate total repairs will be used to determine the minimum guaranteed quantity of 50 LF of "replacement". **No separate payment will be made for Mobilization as it will be considered incidental to the other line items included with this contract.**

Incidental items such as fence removal, hardware, turn buckles, tie wire, etc. shall be considered incidental to the items indicated on the attached bid sheet. The line items included for Woven Wire Fence Replacement and Chain Link Fence Replacement shall be used as payment where the contractor is directed to install fence at locations that did not previously have fence.

### **Specifications**

All materials and workmanship are to be in accordance with NCDOT Standard Drawings and the 2006 Standard Specifications for Roads and Structures.

### **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.

### **FENCE PAY ITEMS**

#### **Woven Wire Repair**

Repair is defined as using existing components to place the fence in its original condition. For example, two posts might be pushed over but not broken and the woven wire and barbed wire are reusable. Payment items will be those listed "repair" items:

Barbed wire repair 30 LF (undamaged post to undamaged post)

47" woven wire repair 30 LF (undamaged post to undamaged post)

4" timber post repair 2 EA (damaged posts)

\*Minimum payment will be the amount needed to repair 50 LF of fence based upon bid unit prices for "Repair": (50 LF barbed wire plus 50 LF woven wire plus 4 four-inch timber posts)

No separate payment will be made for #9 wire and horizontal posts will be paid at the same rate as vertical posts without regard to length.

### **Woven Wire Replacement**

Replacement is defined as using new components to place the fence in its original condition. For example, two posts might be broken and the woven wire and barbed wire are reusable. Payment items will be those listed under “repair” and “replacement”.

| <u>Repair</u>          | <u>Replacement</u>     |
|------------------------|------------------------|
| Barbed wire – 30 LF    | 4” timber posts – 2 EA |
| 47” woven wire – 30 LF |                        |

\*Minimum payment will be as previously described in the amount of 50 LF of fence “replacement”. (50 LF barbed wire plus 50 LF woven wire plus 4 four-inch timber posts)

No separate payment will be made for #9 wire and horizontal posts will be paid at the same rate as vertical posts without regard to length.

### **Chain Link Fence Repair**

Repair is defined as using existing components to place the fence in its original condition. For example, two posts might be pushed over but not bent or broken and the chain link fence and tension wire are reusable. Payment items will be those listed “repair” items:

- 4’ chain link fence repair 60 LF (undamaged post to undamaged post)
- Tension wire 60 LF (undamaged post to undamaged post)
- Line post repair 5 EA (damaged posts)

\*Payment will be the amount needed to repair 60 LF of fence based upon bid unit prices for “Repair”: (60 LF chain link fence plus 60 LF tension wire plus 5 line posts)

No separate payment will be made for #6 wire, stretcher bar bands, post caps, etc and horizontal posts will be paid at the same rate as vertical posts without regard to length.

### **Chain Link Fence Replacement**

Replacement is defined as using new components to place the fence in its original condition. For example, five posts might be broken, chain link needs replaced yet the tension wire is reusable. Payment items will be those listed under “repair” and “replacement”.

| <u>Repair</u>        | <u>Replacement</u>          |
|----------------------|-----------------------------|
| Tension wire – 60 LF | 4’ Chain Link Fence – 60 LF |
|                      | Line Post – 5 EA            |

\*Payment will be the amount needed to replace 60 LF of fence based upon bid unit prices for “replacement” and “repair”. (60 LF of 4’ chain link fence replacement plus 60 LF tension wire repair plus 5 line posts replacement)

No separate payment will be made for #6 wire, stretcher bar bands, post caps, etc. and horizontal posts will be paid at the same rate as vertical posts without regard to length.

### **NOTE:**

1. Under “replacement”, quantity of wire (barbed, woven, chain link, and tension) will be the quantities actually needed.
2. Under “repair”, quantity of wire (barbed, woven, chain link, and tension) will be measured from between posts where work is actually needed.

### **Pay Items**

All components including but not limited to #6 wire, #9 wire, stretcher bar band, post caps, etc are to be included in other pay items since no separate payment will be made for these items are incidental to the repair or replacement of woven wire or chain link fence.

## **INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Quantities on the bid for are for estimating and bid purposes only, the sections of fence will vary in length and location on an as needed basis. **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.

# **SMALL BUSINESS ENTERPRISE 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.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

### **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), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a "d" to make the word grade become ***graded***.

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

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

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

**Division 3**

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

**Division 4**

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

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

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

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

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

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

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

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

**Division 5**

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

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

**Division 6**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 6-68; Add a period at the end of the last sentence at the bottom of the page.

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

### Division 7

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

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-1**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 |
| <b>45 lb</b> | <b>75 lb</b> | --      | --      | <b>75 lb</b>       |

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

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

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

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

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

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

Page 10-244, add **1068-10 BLANK** and **1068-11 BLANK** on the lines just above 1068-12 FLAGGER.

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

#### Division 12

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

#### Division 14

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

#### Division 15

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

#### Division 16

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

#### Division 17

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

**END**

## **STANDARD SPECIAL PROVISION**

### **MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as prequalified

Attest \_\_\_\_\_  
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**

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

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

By \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Partner

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

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

**NOTARY SEAL**

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

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

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

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

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

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

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

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

SIGNATURE OF CONTRACTOR

\_\_\_\_\_ Full Name of Firm

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

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

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

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

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

AFFIDAVIT MUST BE NOTARIZED

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

**NOTARY SEAL**

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

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

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

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

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

WBS Number: To Be Determined

Repair and replace woven wire fence and chain link fence as needed  
Montgomery, Richmond, and Scotland Counties

| ITEM | ACTIVITY | SECT | DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|------|----------|------|--|----------|------|------------|------------|
| 1    | SP       | SP   | Barbed Wire Repair   | 1,000    | LF   |            |            |
| 2    | SP       | SP   | 47" Woven Wire Repair  | 1,000    | LF   |            |            |
| 3    | SP       | SP   | 4" Timber Post Repair  | 50       | EA   |            |            |
| 4    | SP       | SP   | 5" Timber Post Repair  | 25       | EA   |            |            |
| 5    | SP       | SP   | 8' Steel Terminal Post Repair for Woven Wire Fence                 | 25       | EA   |            |            |
| 6    | SP       | SP   | 8' Steel Line Post Repair for Woven Wire Fence                     | 50       | EA   |            |            |
| 7    | SP       | SP   | Barbed Wire Replacement  | 1,000    | LF   |            |            |
| 8    | SP       | SP   | 47" Woven Wire Replacement   | 1,000    | LF   |            |            |
| 9    | SP       | SP   | 4" Timber Post Replacement   | 50       | EA   |            |            |
| 10   | SP       | SP   | 5" Timber Post Replacement   | 25       | EA   |            |            |
| 11   | SP       | SP   | 8' Steel Terminal Post Replacement for Woven Wire Fence            | 25       | EA   |            |            |
| 12   | SP       | SP   | 8' Steel Line Post Replacement for Woven Wire Fence                | 50       | EA   |            |            |
| 13   | SP       | SP   | 4' Chain Link Repair   | 200      | LF   |            |            |
| 14   | SP       | SP   | 5' Chain Link Repair   | 1,000    | LF   |            |            |
| 15   | SP       | SP   | 6' Chain Link Repair   | 200      | LF   |            |            |
| 16   | SP       | SP   | Steel Terminal Post Repair for 4', 5', or 6' High Chain Link Fence | 25       | EA   |            |            |
| 17   | SP       | SP   | Steel Line Post Repair for 4', 5', or 6' High Chain Link Fence     | 50       | EA   |            |            |
| 18   | SP       | SP   | 4' Chain Link Replacement  | 200      | LF   |            |            |
| 19   | SP       | SP   | 5' Chain Link Replacement  | 1,000    | LF   |            |            |
| 20   | SP       | SP   | 6' Chain Link Replacement  | 200      | LF   |            |            |

| ITEM | ACTIVITY | SECT | DESCRIPTION   | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|------|----------|------|---|----------|------|------------|------------|
| 21   | SP       | SP   | Steel Terminal Post Replacement for 4', 5', or 6' High Chain Link Fence | 25       | EA   |            |            |
| 22   | SP       | SP   | Steel Line Post Replacement for 4', 5', or 6' High Chain Link Fence     | 50       | EA   |            |            |
| 23   | SP       | SP   | Tension Wire Repair for Chain Link Fence                                | 1,000    | LF   |            |            |
| 24   | SP       | SP   | Tension Wire Replacement for Chain Link Fence                           | 1,000    | LF   |            |            |

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

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

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

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