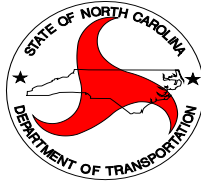


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FOUR

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENTS: Various

ROUTE: Various

COUNTY: Edgecombe, Halifax, Johnston, Nash, Northampton, Wayne and Wilson

DESCRIPTION: Cutting and Removal of Vegetation at Bridge, Culvert, and Pipe Locations

BID OPENING: Tuesday April 28, 2015 at 2:00 PM

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: NCDOT
Attn: Jerry Page
Division Project Manager
PO Box 3165
Wilson, NC 27895

NO BID BOND REQUIRED

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**PROPOSAL FOR CUTTING AND REMOVAL
OF VEGETATION AT VARIOUS BRIDGE, CULVERT, AND PIPE
SITES IN VARIOUS COUNTIES**

APRIL 28, 2015

**DEPARTMENT OF TRANSPORTATION,
WILSON, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as cutting and removal of vegetation; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal and the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete various projects in Division Four, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

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Proposal Item Sheet

Execution Of Bid, Non-Collusion Affidavit, Debarment Certification And Gift Ban Certification

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to 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. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
 - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 4 OFFICE, LOCATED AT 509 Ward Blvd., P.O. Box 3165, 509 Ward Blvd., P.O. Box 3165, BY 2:00 PM ON TUESDAY APRIL 28, 2015**
11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR CUTTING AND MOWING VEGETATION TO BE OPENED AT 2:00 PM ON TUESDAY APRIL 28, 2015

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

**N. C. DEPARTMENT OF TRANSPORTATION
ATTN: Jerry Page, PE
509 Ward Blvd., P.O. Box 3165
Wilson, NC 27895**

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Project Special Provisions

GENERAL:

This contract is for cutting and removal of vegetation at various bridge, culvert, and pipe locations in Division Four. The Contractor must cooperate with the State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of work, such alterations in plans or details of construction as may be found necessary or desirable by the Engineer to complete the work. Mobilization will be considered incidental to the various bid items in the contract. The Contractor shall maintain access to all driveways throughout the life of the project.

TERM OF CONTRACT:

The bid submitted by the contractor shall be for a one year term. At the option of the Department, the contract may be extended for two (2) additional one (1) year terms for a maximum of three (3) total years. The Engineer will notify the Contractor in writing three (3) months prior to the contract completion date if the contract may be extended. The Contractor must inform the Engineer in writing within a period of 3 weeks of his intention to accept or reject the contract extension offer. Any deviation by the Contractor of the above requirements will result in rejection of the contract extension.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95)(Rev. 12-18-07)

RG 10

The basis for the contract shall be for one (1) cycle per item. The date of availability for the annual cycle is **June 15, 2015**.

The completion date for the annual cycle is **October 30, 2015**.

The completion date for the overall contract shall be **May 30, 2016**.

The liquidated damages for this contract are **Five Hundred Dollars (\$500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES NO. 1:

(2-20-07)

108

SP1 G14 C

The Contractor will not be allowed to work during the following day and time restrictions unless otherwise approved by the Engineer:

DAY AND TIME RESTRICTIONS FOR I-95

- FRIDAY NOON TO SUNDAY MIDNIGHT

DAY AND TIME RESTRICTIONS FOR US 64

- WEST OF SR 1603 (OLD CARRIAGE RD)
 - MONDAY TO FRIDAY 7 AM TO 9 AM

- FROM WEST OF SR 1603 TO US 64 ALT.
 - MONDAY TO FRIDAY 7 AM TO 9 AM AND 4 PM TO 6 PM
- EAST OF US 64 ALT.
 - NO TIME RESTRICTIONS

DAY AND TIME RESTRICTIONS FOR US 70 AND US 70 BYPASS

- I-40 AT JOHNSTON/WAKE CO. LINE TO 70B (WEST OF SMITHFIELD)
 - MONDAY TO FRIDAY 6:30 AM TO 8:30 AM (70 WESTBOUND)
 - MONDAY TO FRIDAY 4:30 PM TO 6:30 PM (70 EASTBOUND)
- 70B (WEST OF SMITHFIELD) TO 70 BYPASS (SELMA BYPASS)
- 70 BYPASS OF SELMA
- 70 BYPASS (SELMA BYPASS) TO 70A AT PRINCETON
 - FRIDAY (APRIL-OCTOBER) 4:30 PM TO 6:30 PM (70 EASTBOUND)
- 70 THROUGH SELMA FROM BEGINNING TO END OF SELMA BYPASS
 - MONDAY TO FRIDAY 6:30 AM TO 8:30 AM
 - MONDAY TO FRIDAY 4:30 PM TO 6:30 PM
 - SATURDAY AND SUNDAY FROM 7 AM TO 7 PM
- 70A AT PRINCETON TO THE LENOIR COUNTY LINE
 - MONDAY TO FRIDAY 6:30 AM TO 8:30 AM
 - MONDAY TO FRIDAY 4:30 PM TO 6:30 PM

DAY AND TIME RESTRICTIONS FOR I-40

- NC 42 TO WAKE / JOHNSTON CO. LINE
 - SUNDAY TO SATURDAY 6 AM TO 8 PM
- FROM 210 TO NC 42 (EASTBOUND)
 - MONDAY TO FRIDAY 4 PM TO 7 PM
 - SATURDAY 7 AM TO 12 NOON
- FROM 210 TO NC 42 (WESTBOUND)
 - MONDAY TO FRIDAY 6 AM TO 9 AM
 - SUNDAY 12 NOON TO 7 PM

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES NO. 2:

(2-20-07)

108

SP1 G14 B

The Contractor will not be allowed to work during the following day and time restrictions unless otherwise approved by the Engineer, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

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

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

The liquidated damages are **One Thousand Dollars (\$1000.00)** per hour.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

105-7

SP1 G133

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

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

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 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.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

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:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) 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 *N.C.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.

LIABILITY INSURANCE:

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers’ compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

EMPLOYMENT:

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUPERVISION BY CONTRACTOR:

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

At all times that work is actually being performed, the Contractor(s) shall have present on the project(s) one competent individual who is authorized to act in a supervisory capacity over all work on the project(s), including work subcontracted. The individual(s) 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 contracts; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor(s) unless otherwise approved by the Engineer.

The Contractor(s) 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.

NOTIFICATION OF WORK:

The Contractor shall notify Mr. Scotty Hopkins at (252) 813-6268 one week prior to commencement of work. Additionally, the Contractor must submit a list of proposed work sites on the Friday preceding the week in which the work will occur. An inspector(s) will be assigned to oversee the approval of the completed work.

PAYMENT:

If the project extends for a period greater than 4 weeks, the Contractor may submit a request for partial payment on a monthly basis. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payment shall be based solely upon the work completed and accepted as of the final day of the approved pay period.

Request for payment shall be made by Contractor's Invoice submitted to:

**Mr. Randy Davis, NCDOT
PO Box 3165
Wilson, NC 27895**

All invoice items and unit cost shall correspond to contract pay items. In the event of error or discrepancy, the Department may return the invoice to the Contractor for correction.

STOCKPILING OF MATERIAL AND EQUIPMENT STORAGE:

It will be solely the Contractor's responsibility to store and maintain all material and equipment off of NCDOT right of way when work has been suspended.

PROJECT SPECIAL PROVISION

CUTTING AND REMOVAL OF VEGETATION:

The Contractor shall cut all vegetation that is accessible by foot including, but not limited to, saplings, small trees, weeds, vines, shrubs, and weedy and woody vegetation to a height of no more than 3” from the ground. All woody vegetation shall be removed from the right of way. Brush and tree branches with a diameter greater than 3” shall be removed from the site or chipped within a period of two (2) weeks after cutting. If the Contractor elects to chip larger diameter branches, the shavings may be spread at the project site so long as shavings are not unsightly amassed.

Bridge:

The extent of cutting and removal of vegetation, clippings, and debris around each bridge located on or crossing a primary route shall be the minimum of thirty feet (30’) from the edge of structure or the extent of the existing maintenance limit and fifteen feet (15’) from the end of the bridge. Furthermore, the cutting and removal area includes areas underneath the bridge and on the entire slope at each end bent (**Figure 1**). All vines shall be cut and removed from the underside and slope protection of the bridge. Vines that are climbing vertically on bridge columns or piles shall be cut at ground-level and removed from the column or pile if possible. Additionally, all vegetation located between dual bridges shall be cut and removed as depicted in **Figure 2**.

Culvert:

The Contractor shall cut and remove all vegetation, clippings, and debris around each box and pipe culvert a minimum of ten feet (10’) from the wing-wall or end wall measured along the stream and ten feet (10’) measured from the edge of the culvert ,wing-wall, or end wall, whichever is greater (**Figure 3**).

Figure 4 details the mowing and vegetation removal limits in the open median region between two culverts located under a divided highway.

If a bridge, culvert, or pipe location has been recently mowed by the Department’s maintenance forces, the Contractor will not be responsible for Cutting and Removal of Vegetation at that location. No payment will be made when work is not required.

The Contractor shall provide a minimum of twelve fully operated straight shaft string trimmers or comparable equipment and a service vehicle to complete the project. The Contractor may cut the vegetation by mowing, cutting, weedeating, or other approved methods that are comparable to a minimum of twelve fully operated straight shaft trimmers.

The Contractor shall be responsible for all equipment necessary to complete the project. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor’s equipment (including, but not limited to, vandalism, theft, fire, and acts of God) arising out of, or relating to, work performed under this agreement. The Contractor is responsible for all operations costs and maintenance of any equipment throughout the life of the project.

Unless directed by the Engineer, the Contractor shall not enter nor complete any work in designated landscape areas and wetland mitigation sites.

Payment for this item shall be as follows:

Wilson Primary Bridges	EA
Wilson Secondary Bridges	EA
Wilson Primary Non Inventory Pipes	EA
Wilson Secondary Non Inventory Pipes	EA
Edgecombe Primary Bridges	EA
Edgecombe Secondary Bridges	EA
Edgecombe Primary Non Inventory Pipes	EA
Edgecombe Secondary Non Inventory Pipes	EA
Nash Primary Bridges	EA
Nash Secondary Bridges	EA
Nash Primary Non Inventory Pipes	EA
Nash Secondary Non Inventory Pipes	EA
Halifax Primary Bridges	EA
Halifax Secondary Bridges	EA
Halifax Primary Non Inventory Pipes	EA
Halifax Secondary Non Inventory Pipes	EA
Northampton Primary Bridges	EA
Johnston Primary Bridges	EA
Johnston Secondary Bridges	EA
Johnston Primary Non Inventory Pipes	EA
Johnston Secondary Non Inventory Pipes	EA
Wayne Primary Bridges	EA
Wayne Secondary Bridges	EA
Wayne Primary Non Inventory Pipes	EA
Wayne Secondary Non Inventory Pipes	EA
Edgecombe County Bridge #345 SR-1537	EA
Johnston County Bridge #608 SR-1923	EA
Nash County Bridge #331 SR 1524	EA
Wayne County Bridge #328 I-795	EA
Wayne County Bridge #329 I-795	EA

GUARDRAIL/GUIDERAIL MOWING:

The normal area for cutting and removal of vegetation at guardrail and guiderail shall be an area beginning at the edge of pavement and extending five feet (5') beyond the back of the guardrail/guiderail post (See **Figure 4**). Additionally, the cutting area shall extend five feet (5') beyond the end of the guardrail/guiderail. No payment will be made for mowing of guardrail/guiderail that is located in the vegetation cutting and removal area of a bridge or culvert included in this contract.

Payment for this item shall be as follows:

Guardrail/Guiderail Mowing.....	LF
--	-----------

MOWING OPEN SLOPE:

The Engineer or his representative shall inform the Contractor of the extent of mowing and vegetation removal. If the severity of the slope dictates, the Contractor shall perform the work without the use of a propelled mower.

Payment for this item shall be as follows:

Mowing Open Slope.....SF

LITTER PICK-UP AND REMOVAL:

Litter pick-up shall be performed at all locations of work. No direct payment will be made for litter pick-up, as this work will be considered incidental to the project. The contractor shall remove and dispose of minor litter; however, larger items such as tires and mattresses may be positioned at the end of the bridge, a safe distance from the roadway. The Contractor shall notify Scotty Hopkins daily if large litter items have been located adjacent to bridges, culverts, or pipes; Department of Transportation forces will pick-up and dispose of the large litter items.

SILT FENCE POST REMOVAL AND DISPOSAL

When directed by the Engineer, the Contractor shall remove sections of silt fence from existing locations. Work shall include removal of silt fence posts and hardware cloth. Additionally work shall include removal of silt fence material by cutting of silt fence material at existing ground level and removing without disturbing the soil. Portions of the material that cannot be removed without disturbing the existing ground shall be left in place. The Contractor shall properly dispose of all material offsite. The Contractor shall be paid for the actual number of silt fence posts removed. Payment at the contract unit price per each shall include all labor, equipment and materials to properly remove and dispose of all associated materials as stated above.

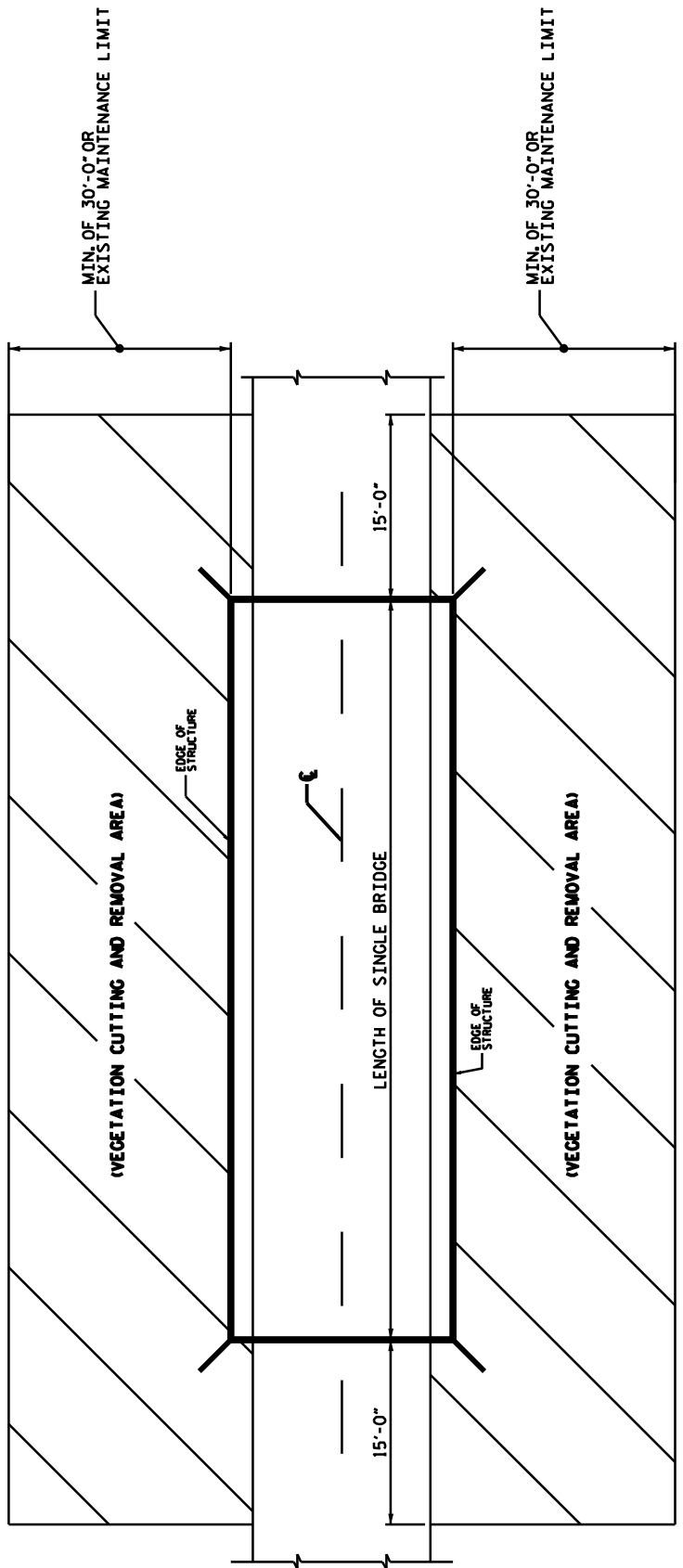
Payment for this item shall be as follows:

Silt Fence Post Removal and Disposal.....EA

WORK ZONE SAFETY:

When directed by the Engineer the Contractor shall put out portable work zone signs in accordance with the latest edition of the MUTCD. The Contractor is responsible for locating the service vehicle in a safe location while work is being performed. Whenever possible the Contractor shall position his vehicle behind the guardrail adjacent to bridge and culvert approaches. At work locations where guardrail is absent, the Contractor must position his vehicle a distance greater than five feet (5') from the edge of pavement; however, the vehicle shall be as far from the roadway as is practically possible. When the Contractor is unable to protect his vehicle and the travelling public with the use of guardrail, he shall position a minimum of five (5) cones meeting approval of the *Standard Specifications*. No additional payment for cones will be made. The Contractor shall display a highly visible caution light on each vehicle throughout the duration of work. At no time is the Contractor allowed to close or narrow a lane of traffic.

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NORMAL VEGETATION REMOVAL AREA
(INCLUDES UNDERSIDE OF BRIDGE)
SINGLE BRIDGE

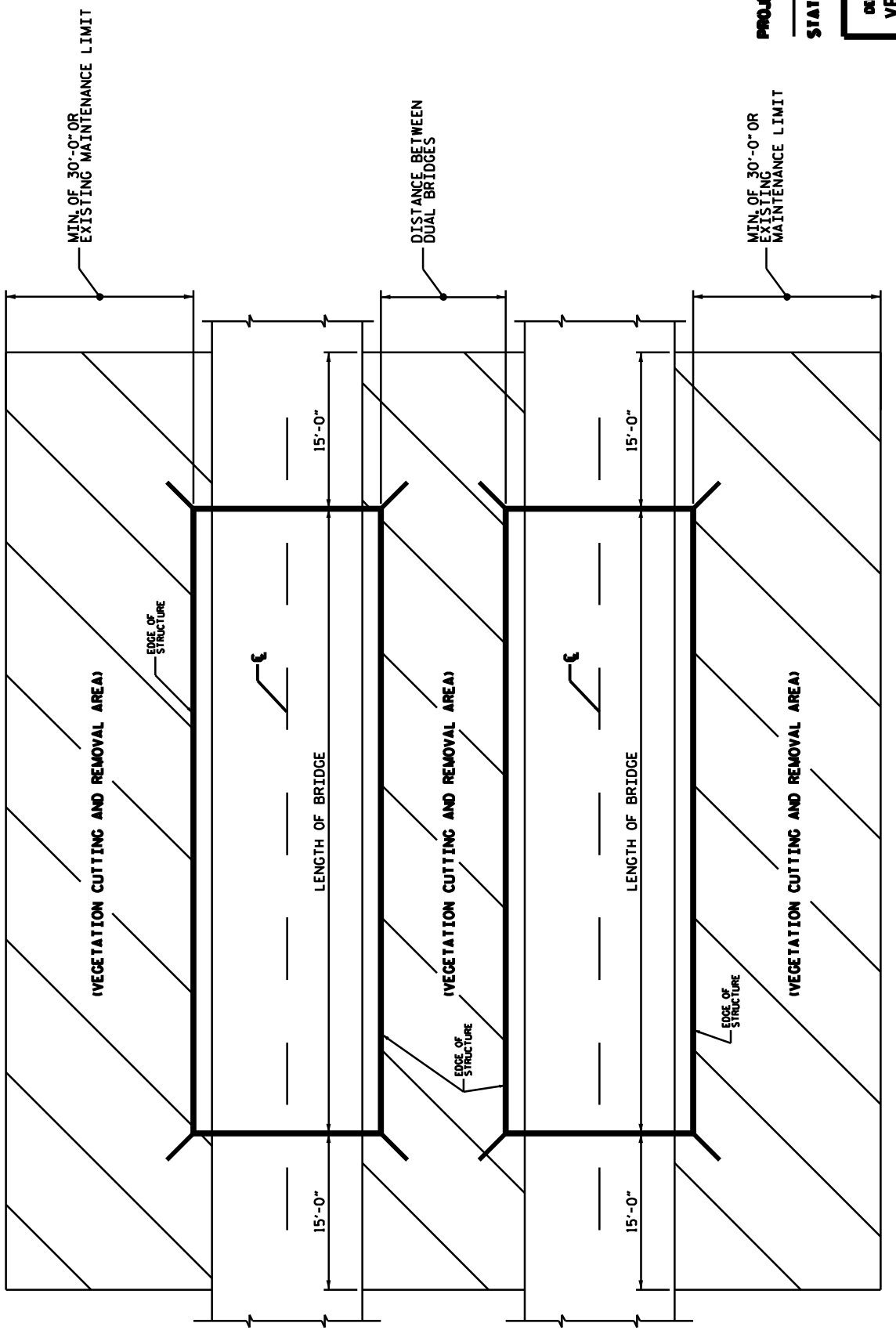
PROJECT NO. FOUR **DIV.**
STATIONS N/A

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
**VEGETATION CUTTING
 AND REMOVAL LIMITS
 AT PRIMARY BRIDGE
 LOCATIONS**

NO.	DATE	BY	DATE	BY	SHEET NO.
1					5/15

FIGURE 1

DRAWN BY: M.M. CLARKE DATE: 2/12
 CHECKED BY: R. DAVIS DATE: 2/12



NORMAL VEGETATION REMOVAL AREA
(INCLUDES UNDERSIDE OF BRIDGES)
DUAL BRIDGES

FIGURE 2

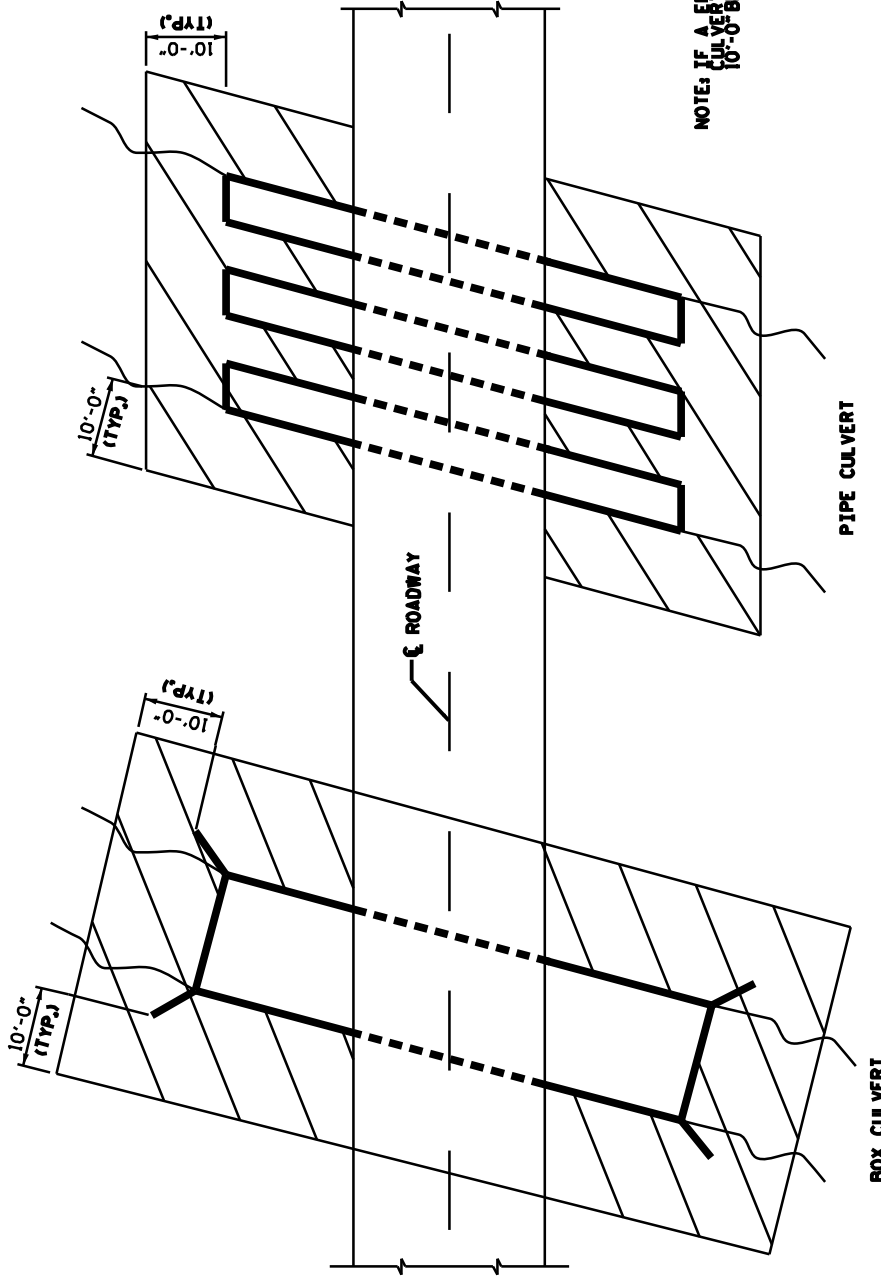
PROJECT NO. FOUR **DIV.**
STATION: N/A

STATE OF NORTH CAROLINA
 DEPARTMENT OF TRANSPORTATION
**VEGETATION CUTTING
 AND REMOVAL LIMITS
 AT PRIMARY BRIDGE
 LOCATIONS**

SECTION	DATE	BY	DATE	BY

SHEET NO. _____ OF _____

DRAWN BY: M.M. CLARKE DATE: 2/12
 CHECKED BY: R. DAVIS DATE: 2/12



**NORMAL VEGETATION REMOVAL AREA
(AT BOX AND PIPE CULVERTS)**

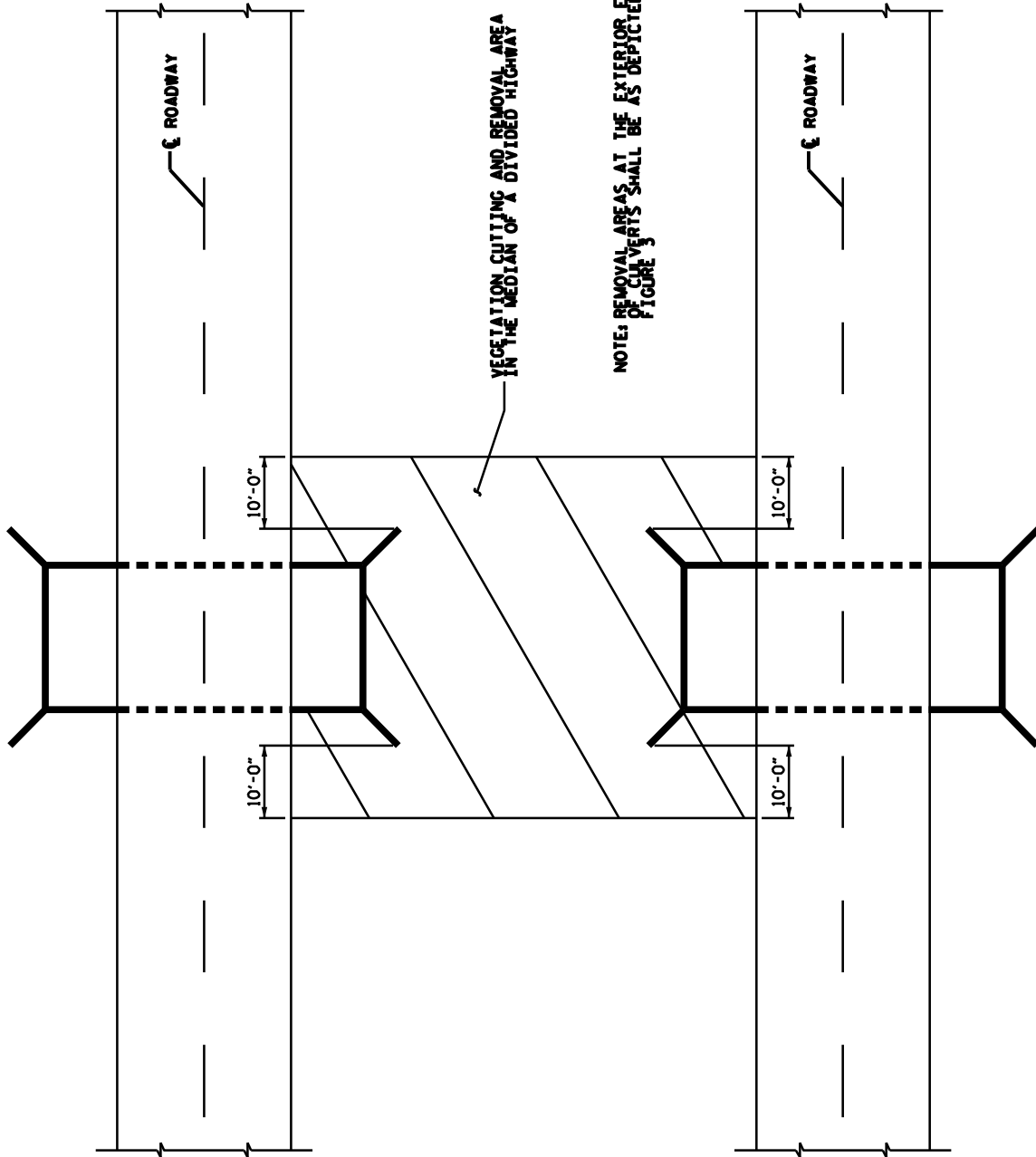
PROJECT NO. FOUR DIV.
STATIONS: N/A

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
**VEGETATION CUTTING
AND REMOVAL LIMITS
AT BOX AND PIPE
CULVERT LOCATIONS**

REVISIONS		SHEET NO.	
NO.	DATE	BY	DATE

FIGURE 3

DRAWN BY: M.M. CLARKE DATE: 2/12
R. DAVIS DATE: 2/12



GUARDRAIL MOWING

PROJECT NO. **FOUR** DIV. _____
STATION: **N/A**

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
**VEGETATION CUTTING
AND REMOVAL LIMITS
AT CULVERT LOCATIONS
WITH MEDIAN OPENING**

REVISIONS		DATE	BY	CHK	DATE	BY
1						
2						
3						

DATE: _____
BY: _____
CHK: _____
DATE: _____
BY: _____

FIGURE 4

**NORMAL VEGETATION REMOVAL AREA
(MEDIAN OPENING BETWEEN CULVERTS)**

DRAWN BY: **M.M. CLARKE** DATE: **2/12**
R. DAVIS DATE: **2/12**

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

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

ERRATA

(1-17-12) (Rev. 11-18-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

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

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

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

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

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

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W=LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

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.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 5-21-13)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

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North Carolina Dept. of Transportation Bid Form

ITEM	SECT	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Wilson Primary Bridges	104	EA		
2	SP	Wilson Secondary Bridges	93	EA		
3	SP	Wilson Primary Non Inventory Pipes	77	EA		
4	SP	Wilson Secondary Non Inventory Pipes	97	EA		
5	SP	Edgecombe Primary Bridges	76	EA		
6	SP	Edgecombe Secondary Bridges	86	EA		
7	SP	Edgecombe Primary Non Inventory Pipes	52	EA		
8	SP	Edgecombe Secondary Non Inventory Pipes	68	EA		
9	SP	Nash Primary Bridges	144	EA		
10	SP	Nash Secondary Bridges	119	EA		
11	SP	Nash Primary Non Inventory Pipes	89	EA		
12	SP	Nash Secondary Non Inventory Pipes	119	EA		
13	SP	Halifax Primary Bridges	67	EA		
14	SP	Halifax Secondary Bridges	87	EA		
15	SP	Halifax Primary Non Inventory Pipes	92	EA		
16	SP	Halifax Secondary Non Inventory Pipes	66	EA		
17	SP	Northampton Primary Bridges	5	EA		
18	SP	Johnston Primary Bridges	151	EA		
19	SP	Johnston Secondary Bridges	170	EA		
20	SP	Johnston Primary Non Inventory Pipes	102	EA		

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North Carolina Dept. of Transportation Bid Form Con't

ITEM	SECT	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT BID
21	SP	Johnston Secondary Non Inventory Pipes	239	EA		
22	SP	Wayne Primary Bridges	80	EA		
23	SP	Wayne Secondary Bridges	92	EA		
24	SP	Wayne Primary Non Inventory Pipes	78	EA		
25	SP	Wayne Secondary Non Inventory Pipes	161	EA		
26	SP	Guardrail/Guiderail Mowing	10,000	LFT		
27	SP	Mowing Open Slope	25,000	SFT		
28	SP	Edgecombe County Bridge #345 SR-1537	1	EA		
29	SP	Johnston County Bridge #608 SR-1923	1	EA		
30	SP	Nash County Bridge #331 SR-1524	1	EA		
31	SP	Wayne County Bridge #328 I-795	1	EA		
32	SP	Wayne County Bridge #329 I-795	1	EA		
33	SP	Silt Fence Post Removal and Disposal	300	EA		

TOTAL BID FOR PROJECT: _____

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**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

_____	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

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**

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

Signature of Witness

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 venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

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

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

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

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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Execution of Contract

Contract No: N/A

County: Various

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

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