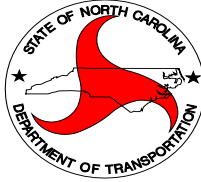


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



**DIVISION 8 - DISTRICT 1**

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

**WBS NUMBER:** TO BE DETERMINED

**ROUTE:** VARIOUS

**COUNTY:** RANDOLPH, CHATHAM

**DESCRIPTION:** REPAIR AND/OR REPLACE VARIOUS WOVEN WIRE AND CHAIN  
LINK FENCE COMPONENTS AS NEEDED

**BID OPENING:** TUESDAY, NOVEMBER 12, 2013

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NAME OF BIDDER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**

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

Delivery Service:  
North Carolina Dept. of Transportation  
Division of Highways  
902 N. Sandhills Boulevard  
Aberdeen, NC 28315  
Attn.: Alison W. Kluttz, 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 submitted with the entire proposal and 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 12, 2013.**
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"– REPAIR AND/OR REPLACE  
WOVEN WIRE FENCE AND CHAIN LINK FENCE AS NEEDED IN RANDOLPH AND  
CHATHAM COUNTIES TO BE OPENED AT 2:00 P.M., TUESDAY, NOVEMBER 12, 2013.**

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.: Alison W. Kluttz, PE**

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

## **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-10) of the current edition of the *Standard Specifications for Roads and Structures*. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject any or all bids.

# **PURCHASE ORDER CONTRACT**

## **PROJECT SPECIAL PROVISIONS**

### **GENERAL**

This contract is for repairing and/or replacing woven wire fence and chain link fence as needed in Randolph and Chatham Counties.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the current edition of 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 and after 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. **Only contractors currently certified as a SBE contractor by the Contractual Services Unit of NCDOT and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

Per G.S. 136-28.10, a North Carolina General Contractor's license may be waived for SBE contracts. For this project, the North Carolina General Contractor's license will be waived.

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contractor payment and performance bond 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.

**Prospective bidders who qualify for the SBE program and are not currently certified should submit a completed application packet prior to bid submittal to allow time for review. The application packet and additional information on the program may be obtained online at:**

[www.ncdot.org/business/ocs/sbe/](http://www.ncdot.org/business/ocs/sbe/)

### **CONTRACT LIMITATIONS**

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

## **CONTRACT TIME AND LIQUIDATED DAMAGES**

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 September 1, 2014 if the contract may be extended. The Contractor must notify the Engineer in writing by September 15, 2014 of his/her 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 December 9, 2013.** 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 November 30, 2014.** If the term of the contract is extended, the date of availability in succeeding years will be December 1<sup>st</sup>, and the completion date will be November 30<sup>th</sup> each year. No extensions to the completion date will be authorized except as allowed by Article 108-10 of the current edition 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 County Maintenance 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 102-14, 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**

Page 1-59, Article 107-15 of the current *Standard Specifications* shall apply.

## **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/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/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

Page 1-53, Section 107 of the current *Standard Specifications* shall apply.

## **GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

SP1 G152

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

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

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

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

## **MAINTENANCE OF PROJECT:**

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

## **CONTACT PERSONS**

The contact person for work site coordination in Chatham County will be Mr. Justin Bullock, P.E., County Maintenance Engineer (919) 742-3431. Work site coordination for Randolph County will be Mr. Reid Rich, County Maintenance Engineer (336) 625-2078. The office hours for both County Maintenance offices are 7:00 AM to 3:30 PM Monday through Friday. The contact person, or his authorized representative will contact the contractor with the location of work, the amount and type of fence to be

reset or worked on. The contact person will also supply information as to whether the existing fence can be satisfactorily reset or if the property owner will be furnishing new material.

## **PAYMENT AND RETAINAGE**

The basis for payment for this contract will be the unit prices bid for the pay items for various types of fences. Prices and payment will be full compensation for all work covered including all miscellaneous hardware to complete the work. All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be the basis for cancellation of the contract.

Quantities on the "Bid Proposal Form" are for bid evaluation only and do not reflect the purchase order limits. Purchase order quantities will be based on actual need. Section 104-5 of the latest *Standard Specifications* apply. The Engineer reserves the right to make, at any time during the work, such changes in the quantities as necessary to satisfactorily complete the project.

The fence, after work is completed, shall be in a condition that is equal to or better than the condition of the fence prior to the work. If any of the fence components are unnecessarily damaged by the contractor, The damaged components shall be replaced by the contractor at no expense to the Department of Transportation.

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.

## **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".

# **SMALL BUSINESS ENTERPRISE CONTRACT**

## **PROJECT SPECIAL PROVISIONS**

### **FENCE INSTALLATION**

#### **GENERAL**

This fence work along various routes in Randolph and Chatham Counties will be designated by the Engineer. The amount of fence to be repaired will be a **minimum of 50 LF** of various types of fence before the Contractor is expected to mobilize to a county. Existing fence that cannot be satisfactorily reset using existing materials may be reset with new materials **supplied by the property owner**. The new fence shall be of like kind or similar to the existing fence; i.e., a woven wire fence should not be replaced with a board fence, etc. 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.

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 the latest NCDOT Standard Drawings and the latest *Standard Specifications for Roads and Structures*.

#### **NOTIFICATION OF OPERATIONS**

The Department of Transportation shall notify the Contractor of the requested work in writing, by phone, or by email.

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.

#### **RESPONSE FOR FENCE REPAIR AND/OR REPLACEMENT**

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

**The item of Response for Pipe Repair and/or Replacement shall be paid once per notification to mobilize into District and not per project site.**

#### **Pay Item**

Response for Fence Repair and/or Replacement

#### **Pay Unit**

Each

## **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 2 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".

#### Repair

Barbed wire – 30 LF

47" woven wire – 30 LF

#### Replacement

4" timber posts – 2 EA

\*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 2 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 replacement, yet the tension wire is reusable. Payment items will be those listed under "repair" and "replacement".

#### Repair

Tension wire – 60 LF

#### Replacement

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, they are considered incidental to the repair or replacement of woven wire or chain link fence.

**INTERPRETATION OF QUANTITIES IN PROPOSAL FORM**

Quantities on the bid form 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 latest *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**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the *Standard Specifications*.

### **MATERIALS AND TESTING**

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

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the current *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.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

## **COORDINATION WITH PROPERTY OWNERS**

The County Maintenance Engineer will coordinate with the property owners in regard to fence materials for placement of new fence. The contractor shall make arrangements with the property owners that have livestock in fenced areas to contain the livestock with temporary enclosures, or by having the property owners move the livestock to another fenced location until the work is completed. The contractor will be responsible for any crop or property damage caused by livestock escaping or entering the existing fenced area through the negligence of his forces.

**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 current *North Carolina Department of Transportation Standard Specifications for Roads and Structures*.

## **STANDARD SPECIAL PROVISION**

### **ERRATA**

(1-17-12) (Rev. 10-15-13)

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 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 10-74, Table 1056-1 Geotextile Requirements**, replace "50%" for the UV Stability (Retained Strength) of Type 5 geotextiles with "70%".

#### **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".

## **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 <i>Select appropriate title</i>	By _____ President/Vice President/Assistant Vice President <i>Select appropriate title</i>
--	--

_____ Print or type Signer's name	_____ Print or type Signer's name
--------------------------------------	--------------------------------------

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

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

**NOTARY SEAL**

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

Of \_\_\_\_\_ County

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

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

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

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

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

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

SIGNATURE OF CONTRACTOR

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

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

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

By

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

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

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

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

**NOTARY SEAL**

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

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

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

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



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

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

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

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

SIGNATURE OF CONTRACTOR

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

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

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

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

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

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

**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**  
**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)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		<hr/>
	Address as prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	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.

FENCE WORK  
WBS NO.: TBD  
COUNTY: RANDOLPH, CHATHAM

**LISTING OF MBE & WBE SUBCONTRACTORS**

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	* AGREED UPON UNIT PRICE	** DOLLAR VOLUME OF ITEM

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.

\*\* Must have entry even if figure to be entered is zero.

\*\* Dollar Volume of MBE Subcontractor \$ \_\_\_\_\_

MBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

\*\* Dollar Volume of WBE Subcontractor \$ \_\_\_\_\_

WBE Percentage of Total Contract Bid Price \_\_\_\_\_ %

**THIS FORM MUST BE COMPLETED IN ORDER FOR THE BID TO BE CONSIDERED RESPONSIVE AND BE PUBLICLY READ.**  
Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number *zero*.



# North Carolina Department of Transportation

## BID FORM

WBS Number: To Be Determined

Repair and/or replace woven wire fence and chain link fence as needed

Randolph and Chatham Counties

ITEM	ACTIVITY	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	SP	Response for Fence Repair and/or Replacement	10	EA		
2	4103630	SP	Barbed Wire Repair	1,000	LF		
3	SP	SP	47" Woven Wire Repair	1,000	LF		
4	SP	SP	4" Timber Post Repair	50	EA		
5	SP	SP	5" Timber Post Repair	25	EA		
6	SP	SP	8' Steel Terminal Post Repair for Woven Wire Fence	25	EA		
7	SP	SP	8' Steel Line Post Repair for Woven Wire Fence	50	EA		
8	SP	SP	Barbed Wire Replacement	1,000	LF		
9	SP	SP	47" Woven Wire Replacement	1,000	LF		
10	SP	SP	4" Timber Post Replacement	50	EA		
11	SP	SP	5" Timber Post Replacement	25	EA		
12	SP	SP	8' Steel Terminal Post Replacement for Woven Wire Fence	25	EA		
13	SP	SP	8' Steel Line Post Replacement for Woven Wire Fence	50	EA		
14	SP	SP	4' Chain Link Repair	200	LF		
15	SP	SP	5' Chain Link Repair	1,000	LF		
16	SP	SP	6' Chain Link Repair	200	LF		
17	SP	SP	Steel Terminal Post Repair for 4', 5', or 6' High Chain Link Fence	25	EA		
18	SP	SP	Steel Line Post Repair for 4', 5', or 6' High Chain Link Fence	50	EA		
19	SP	SP	4' Chain Link Replacement	200	LF		
20	SP	SP	5' Chain Link Replacement	1,000	LF		

ITEM	ACTIVITY	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
21	SP	SP	6' Chain Link Replacement	200	LF		
22	SP	SP	Steel Terminal Post Replacement for 4', 5', or 6' High Chain Link Fence	25	EA		
23	SP	SP	Steel Line Post Replacement for 4', 5', or 6' High Chain Link Fence	50	EA		
24	SP	SP	Tension Wire Repair for Chain Link Fence	1,000	LF		
25	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 \_\_\_\_\_