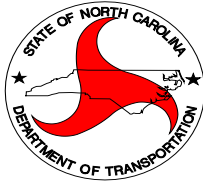


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 8 - DISTRICT 1

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

CONTRACT NUMBER: 11314860

WORK ORDER NUMBER: TBD (To Be Determined)

ROUTE: VARIOUS

COUNTY: RANDOLPH AND CHATHAM

DESCRIPTION: 15" DIAMETER TO 48" DIAMETER PIPE REPLACEMENT AND INSTALLATION

BID OPENING: TUESDAY, NOVEMBER 12, 2013

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

US Postal Service:
North Carolina Dept. of Transportation
Division of Highways
P.O. Box 1067
Aberdeen, NC 28315
Attn.: Alison 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 8th 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: TBD – 15" DIAMETER TO 48" DIAMETER PIPE REPLACEMENT
AND INSTALLATION 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 15" to 48" Reinforced Concrete Pipe (RCP) replacement or installation 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 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 current *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/

CONTRACT LIMITATIONS

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

CONTRACT AND LIQUIDATED DAMAGES

Term of Contract – The Contractor shall submit his bid for the initial period. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented, except that there will be a clause to allow up to a maximum 5% increase in the existing contract unit prices. The Engineer will notify the Contractor in writing by 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 Contractor to reply will be received as a rejection of contract extension. These dates are subject to change based on lead-time required. If they change it will be covered at the pre-construction conference.

The date of availability for this project is upon receipt of purchase order contract. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is November 30th, 2014. If the term of the contract is extended, the date of availability in succeeding years will be **December 1st**, and the completion date will be **November 30th** 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*.

The liquidated damages of One Hundred Dollars (\$100.00) per calendar day will be charged for each calendar day when the Contractor fails to report to the project or does not complete the project deadlines as required by the Engineer. Once notified to perform a pipe replacement the Contractor will have 14 calendar days to begin work. Failure to begin work within 14 calendar days will result in the assessment of liquidated damages.

BASIS OF AWARD:

The Contractor is advised that this is an annual needs contract and that the quantities as shown on the bid form are estimates only. Actual quantities will be determined on an as needed basis. The quantities shown on the bid form will be used to establish unit prices for each line item and determination of low bid only. The Contractor shall submit a unit price for every item on the bid form.

Unit prices should reflect actual costs; in accordance with Article 102-14, 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 installed 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 or email or letter and either method 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)

SP1 G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx>

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

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 current 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 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

General Notes

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 PIPE INSTALLATION

This work consists of preparatory work and operations to mobilize personnel, materials, supplies, equipment and incidentals into the District. The item *Response for Pipe Installation* 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 Pipe Installation* will be paid.

For Example: Notification states that there is 60 feet of 18 inch pipe in Chatham County, 100 feet of 24 inch in Randolph County

EXAMPLE PAYMENT: Response for Pipe Installation-----1 @ \$500.00
60'—18"-----60' @25=\$1500.00
100'---24'-----100' @30=\$3000.00

The item of Response for Pipe Installation shall be paid once per notification to mobilize into District and not per project site.

Pay Item

Response for Pipe Installation

Pay Unit

Each

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

WORK ZONE TRAFFIC CONTROL:

In accordance with **Article 1101-13 Traffic Control Supervision**, at least one qualified Work Zone Supervisor shall be required. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

In accordance with **Article 1150-3 Construction Methods**, provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

Traffic movement through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to two-way radios, pilot vehicles, or additional flaggers.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, the *2012 North Carolina Department of Transportation Standard Specifications for Roads and Structures*, and the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

For lane closures, refer to the 2012 *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract. Use a lane closure when personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane. Close the nearest open travel lane using the 2012 *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the 2012 *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, 2012 *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the

travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the 2012 *Standard Specifications* and the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

When cable guiderail and guardrail installation and repair is performed on multi-lane facilities in areas needing a full lane closure or as determined by the Engineer, the Contractor shall provide a full lane closure in accordance with the latest edition of the Manual on Uniform Traffic Control Devices, and payment will be made on a separate bid item for full lane closure. Payment under the pay item “**Traffic Control (Full Lane Closure/Each)**” will be full compensation for all costs of furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted attenuators and all other traffic control devices required to safely perform the construction work and protect the public. This item will be applicable for each location when the District Engineer authorizes a full lane closure.

Pay Item

Pay Unit

Traffic Control (Full Lane Closure)

Each

PIPE CULVERTS

All pipe culverts shall be furnished by NCDOT and shall be delivered to the job site. This may include flared end sections. The Contractor shall install these pipe culverts in accordance with the requirements of Division 3 of the NCDOT current *Standard Specifications for Roads and Structures*, the *Roadway Standard Drawings*, and as directed by the Engineer.

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted to make a watertight joint. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified in the contract documents. Joint material of another type may be used when permitted. Approved joint material will be provided by the NCDOT.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink grout. Submit alternate details for repairing lift holes to the Engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe joints. Extend fabric at least 12 inches beyond each side of the joint. Secure fabric against the outside of the pipe by methods approved by the Engineer.

The Contractor shall thoroughly and carefully backfill the pipe trench in layers not exceeding **6 inches loose** with material approved by the Engineer. Care shall be exercised during the backfill and compaction operations so as to maintain alignment of and prevent damage to the pipe joints. Borrow material may be required if the existing material is deemed unsuitable. NCDOT reserves the right to perform density tests on the pipe backfill. Pipe and backfilled areas shall be graded and maintained in such a condition that erosion or saturation will not erode or damage the pipe or backfill. Heavy equipment shall not be operated over the pipe until it has been properly backfilled and minimum cover has been placed over the pipe or as approved by the Engineer.

All pipe materials furnished by the contractor shall be inspected and approved by the Engineer after delivery to the project and prior to installation. Pipe culverts shall not be backfilled until approved by the Engineer or his representative.

18" TO 48" RCP CROSSLINE PIPE REPLACEMENT OR INSTALLATION AT VARIOUS DEPTHS

The contractor shall install on a per linear foot basis NCDOT provided pipe and or flared end sections at locations and depths designated by the Engineer. This work may include, but not be limited to, cutting and removal of asphalt, removal and disposal of existing pipe, shoring as necessary, installation of new pipe to include the installation of pipe joint material and backfilling with existing material where possible (see borrow material statement). No additional payment will be made for asphalt cutting and removal, removal and disposal of existing pipe and unsuitable material, grading to re-establish typical section, shoring, seeding and mulching and traffic control, as this work is considered incidental to the installation of the pipe being replaced. Each pipe size and depth of installation will have a separate unit bid price. The depth of installation shall be determined by taking the difference in the roadway elevation and the bottom of pipe elevation at three locations (centerline and each edge of pavement). These elevations (depths) shall be averaged together to determine the depth of installation for the site. Elevations shall be taken in the presence of the Engineer or his duly authorized representative.

Pay Item

Pay Unit

18"-24" RCP Culvert Class III---0' to 5'	Linear Foot
18"-24" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
18"-24" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
30"-36" RCP Culvert Class III---0' to 5'	Linear Foot
30"-36" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
30"-36" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
42"-48" RCP Culvert Class III---0' to 5'	Linear Foot
42"-48" RCP Culvert Class III---5.1' to 10.0'	Linear Foot
42"-48" RCP Culvert Class III---10.1' to 15.0'	Linear Foot
30"-36" CMP Culvert---0' to 5'	Linear Foot
30"-36" CMP Culvert---5.1' to 10.0'	Linear Foot
30"-36" CMP Culvert---10.1' to 15.0'	Linear Foot
42"-48" CMP Culvert---0' to 5'	Linear Foot
42"-48" CMP Culvert---5.1' to 10.0'	Linear Foot
42"-48" CMP Culvert---10.1' to 15.0'	Linear Foot

15" SIDE DRAIN PIPE INSTALLATION (NEW LOCATIONS)

The contractor shall install on a linear foot basis NCDOT provided pipe and/or flared end sections at new driveway locations as directed by the Engineer. This work may include, but not be limited to, installation of new driveway pipe to include the installation of pipe joint material, grading of the existing ditch as needed to provide positive drainage and backfilling pipe with existing material where possible. Grading of the existing ditch to ensure positive drainage shall be limited to ten feet (10) from the inlet and outlet end of the pipe. Grading that is needed outside of the ten feet limit shall be done by the NCDOT. No additional payment will be made for grading the existing ditch to provide positive drainage or re-establishing the typical section, seeding and mulching and traffic control as this work is considered incidental to the installation of the pipe being installed.

Pay Item

15" Side Drain Pipe

Pay Unit

Linear Foot

MASONRY DRAINAGE STRUCTURES

All work shall be in accordance with Section 840 (Minor Drainage Structures) of the current *Standard Specifications*. Basis of payment will be the unit price bid for "Masonry Drainage Structures" each as described in Section 840-4 of the current *Standard Specifications*.

CONTRACTOR SHALL SUPPLY ALL MATERIALS INCLUDING FRAME AND GRATE

Pay Item

Masonry Drainage Structures 0' to 5' Height

Masonry Drainage Structures 5' to 10' Height

Pay Unit

Each

Linear Foot

PRECAST DRAINAGE STRUCTURES

All work shall be in accordance with Section 840 (Minor Drainage Structures) of the current *Standard Specifications*. Basis of payment will be the unit price bid for "Precast Drainage Structures w/ Grate & Frame" each.

CONTRACTOR SHALL SUPPLY ALL MATERIALS INCLUDING FRAME AND GRATE

Pay Item

Precast Drainage Structure W/ Grate & Frame

Pay Unit

Each

ADJUSTMENT OF CATCH BASINS, MANHOLES, DROP INLETS, METER BOXES AND VALVE BOXES

Raise and lower existing catch basins, manholes, drop inlets, meter boxes and valve boxes encountered within the limits of the project to match the adjacent finished work. All work shall be in accordance with Section 858 of the current *Standard Specifications*.

No separate payment shall be made for temporary ramp of asphalt around the adjusted structures.

Pay Item

Adjust Catch Basins

Adjust Manholes

Adjust Drop Inlets

Adjust Meter Boxes or Valve Boxes

Pay Unit

Each

Each

Each

Each

PIPE BEDDING MATERIAL

A sufficient amount (as determined by the Engineer) of Foundation Conditioning Material shall be used as pipe bedding material and shall be paid for at the unit price bid per ton based on the tonnage on the tickets as supplied by the quarry. All the tickets shall be turned in to the Engineer on a daily basis. There shall be no payment for stone without ticket verification. This material shall conform to Section 300 of the current *Standard Specifications*.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established. Backfill the undercut with foundation conditioning material, Class V or VI select material. Undercut area shall be backfilled with foundation conditioning material as directed. Encapsulate the foundation conditioning material with foundation conditioning geotextile prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

There will be no direct payment for undercut excavation and removal of unsuitable material from beneath the existing pipe as this work will be considered incidental to the pipe installation.

Pay Item

Foundation Conditioning Material, Minor Structures

Pay Unit

Ton

FOUNDATION CONDITIONING GEOTEXTILE

Foundation Conditioning Geotextile will be measured and paid for in square yards. The measurement will be based on the theoretical calculation using length of pipe installed and two times the standard trench width. No separate measurement will be made for overlapping geotextile or the vertical fabric dimensions required to encapsulate the foundation conditioning geotextile.

Pay Item

Foundation Conditioning Geotextile

Pay Unit

Square Yard

BORROW MATERIAL

There will be a separate item in this contract for borrow material, if the existing backfill material is deemed unsuitable. The Contractor shall in all cases be responsible for furnishing, placing, compacting the backfill, and any other related additional items. All work for this item shall conform to Sections 230 and 1018 of the *Standard Specifications*. The Engineer will have final approval on the source and acceptability of the borrow material. Borrow material shall be paid for on a cubic yard basis and shall be determined by cross sections of the area to be backfilled. The Contractor shall give the Engineer a minimum of 24 hours notice to request cross sections if needed. Pipe area will be deducted mathematically by the Engineer.

Pay Item

Borrow Excavation

Pay Unit

Cubic Yard

AGGREGATE BASE COURSE

Aggregate base course (10" depth) will be used as a driving surface over all pipes. This material shall conform to Sections 1006 and 1010 of the current *Standard Specifications*. This material will be paid for by the actual number of tons of material satisfactorily placed. At no time will the contractor be permitted to use compacted Aggregate Base Course as backfill material around the pipe. If the contractor elects to

backfill with this method, it will be at his/her expense. Tickets from the issuing quarry will be delivered to the inspector onsite and will be used to determine the actual quantity to be paid.

Pay Item

Aggregate Base Course

Pay Unit

Ton

ASPHALT REPLACEMENT

NCDOT Forces will complete all asphalt replacement after the contractor has completed his/her work. The Contractor will however be responsible for placing a minimum of 10" of compacted aggregate base course (ABC) over the backfill material as a cap for a riding surface to hold until the asphalt replacement can be performed. The depth of the compacted ABC will be stipulated by the Engineer as needed. Payment will be the unit bid price per ton based on the actual tickets supplied by the quarry. Tickets shall be turned in on a daily basis. There shall be no payment for stone without ticket verification.

PUMP AROUND OPERATION

A pump around system may be required to provide a passageway for the stream to flow around the work site. The work covered by this section consists of furnishing, installing, maintaining and removing any and all pump around systems that may be required for this project. The contractor shall abide by all environmental permits issued by the governmental agencies with jurisdiction over the stream. The contractor shall install a pump around system at pipe locations deemed necessary. The location of the pump system at the pipe location shall be chosen by the Contractor and approved by the Engineer before work begins.

The quantity of pump around systems may be increased, decreased or eliminated entirely as determined by the Engineer. Such variations in quantity will not be considered as alterations in the details of the construction or a change in the character of the work. See attached Detail for a typical pump around operation. Removal of the diversion shall be considered incidental to the installation of the diversion.

CONSTRUCTION METHODS

Install temporary impervious dikes as shown on the detail. Pump water around the work site and dewater the work area. Perform necessary pipe work. Remove the impervious dikes and pump system once the work is complete in an area. Immediately stabilize the area following removal of pump around system.

Pumps used for the pump around shall have sufficient capacity to handle the flow of the pipe system being replaced. A minimum of one 6" pump shall be used for the pump around. If the water is turbid or exposed to bare soil, pump through a special stilling basin.

MEASUREMENT AND PAYMENT

Temporary impervious dikes will be considered incidental to the pump around operation. The pump around operation will be measured and paid for as per each Diversion Pumping. The above prices and payments will be full compensation for all work covered by this section including, but not limited to furnishing all of the necessary tools, materials, and equipment; construction, maintenance and removal of the impervious dikes and pump around system.

Pay Item

Diversion Pumping

Pay Unit

Each

IMPERVIOUS DIKE

Description

This work consists of furnishing, installing, maintaining and removing an Impervious Dike for the purpose of diverting normal stream flow around the construction site. The Contractor shall construct an impervious dike in such a manner approved by the Engineer. The impervious dike shall be constructed of an acceptable material in the locations as directed.

Materials

Acceptable materials shall include but not be limited to sheet piles, sandbags, and/or the placement of an acceptable size stone lined with polypropylene or impervious fabric.

Earth material shall not be used to construct an impervious dike when it is in direct contact with the stream unless vegetation can be established before contact with the stream takes place.

Measurement and Payment

Impervious Dike will not be measured and paid for under this article. Temporary Impervious Dikes will be considered incidental to the pump around operation. Diversion Pumping will be measured and paid for as provided elsewhere in the contract.

SPECIAL STILLING BASIN

Description

This work consists of furnishing, placing and removing special stilling basin(s) as directed. The special stilling basin can be used to filter pumped water during construction of drilled piers, footing excavation, and/or culvert construction. The special stilling basin can also be used for sediment storage at the outlet of temporary slope drain pipe(s)

Materials

Refer to Division 10

Item

Filter Fabric for Drainage, Type 2
Sediment Control Stone

The filter fabric and sediment control stone shall be clean and shall not contain debris.

The special stilling basin shall be a water permeable fabric bag that traps sand, silt and fines as sediment-laden water is pumped into it, or as runoff flows into it through the temporary slope drain pipe(s).

The special stilling basin shall be a bag constructed to a minimum size of 10' x15' made from a nonwoven fabric. It shall have a sewn-in 8" (maximum) spout for receiving pump discharge. The bag seams shall be sewn with a double needle machine using a high strength thread. The seam shall have minimum wide width strength as follows:

Test Method
ASTM D-4884

Minimum Specifications
60 lb./in

The fabric used to construct the bag shall be stabilized to provide resistance to ultra-violet degradation and meet the following specifications for flow rates, strength and permeability.

Property	Test Method	Minimum Specifications
Weight	ASTM D-3776	8.0 oz. /yds.
Grab tensile	ASTM D-4632	200.0 lb.
Puncture	ASTM D-4833	130.0 lb.
Flow rate	ASTM D-4491	80.0 gal/min/sf
Permittivity	ASTM D-4491	1.2 1/sec
UV Resistance	ASTM D-4355	70.0%

Construction Methods

The Contractor shall install the special stilling basin(s), filter fabric and stone in accordance with Standard Drawing No. 1630.06 as directed by the Engineer. The special stilling basin(s) shall be placed on level ground.

The special stilling basin(s) shall be constructed such that it is portable and can be used as required by the project. If needed, temporary slope drains pipe or pump discharge hoses will be attached to the special stilling basin to divert runoff or pumped effluent directly into the special stilling basin. The special stilling basin may be cut to allow slope drain pipe to be inserted if needed and tied off tightly. The remaining sleeve or spout of the bag, if present, may be used to connect more than one special stilling basin in series as directed. If not used in this manner, the sleeve shall be tied off tightly to allow the bag to contain the effluent and force it to filter through the sides of the special stilling basin. The special stilling basin(s) shall be placed so the incoming runoff or pumped effluent flows into and through it without causing erosion to adjacent slopes or stream banks. In areas of turbidity and water quality concern, the special stilling basin(s) shall be placed up grade and its runoff directed into a sediment control measure before being allowed to discharge into jurisdictional waters.

The special stilling basin(s) shall be replaced and disposed of when it is $\frac{3}{4}$ full of sediment or when it is impractical for the bag to filter the sediment out at a reasonable flow rate. Prior approval from the Engineer shall be received before removal and replacement.

The Contractor shall be responsible for providing a sufficient quantity of bags to contain silt from pumped effluent during construction. A sufficient quantity of special stilling basin(s) shall be provided to contain sediment from temporary slope drain runoff.

Measurement and Payment

Special Stilling Basin will be measured and paid as the actual number of bags used during construction as specified and accepted.

Filter Fabric for Drainage will be measured and paid for in accordance with Article 876-4 of the Standard Specifications.

Sediment Control Stone will be measured and paid for in accordance with Article 1610-4 of the Standard Specifications.

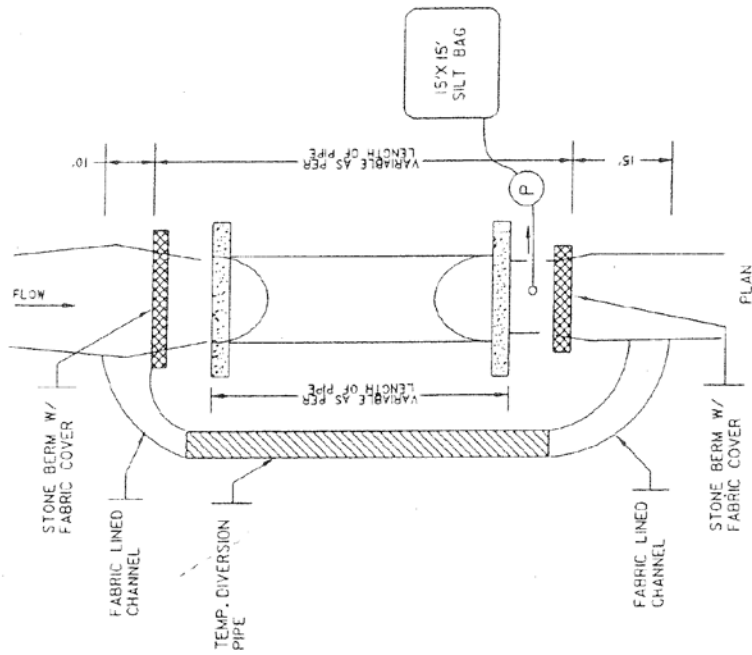
Such price and payment will be full compensation for all work covered by this section, including but not limited to, furnishing all materials, placing and maintaining the special basin(s) and removal and disposal of silt accumulations and bag.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Special Stilling Basin	Each

05/12/2004

"NOT TO SCALE"



1. INSTALL TEMP. BERMS, DIVERT STREAM FLOW THRU DIVERSION PIPE AND FABRIC LINED CHANNELS.
2. PUMP CONTAINED AREA TO SILT BAG.
3. INSTALL PIPE AND BACKFILL.
4. REMOVE TEMPORARY DIVERSION DEVICES.

Prepared in the Office of:
DIVISION OF HIGHWAYS
DIVISION 8 - DISTRICT 1
300 COUNTRY CLUB DR.
ASHEBORO NC 27203
PHONE NUMBER (316)627-1423

PURCHASE ORDER CONTRACT

PROJECT STANDARD PROVISIONS

AUTHORITY OF THE ENGINEER

In accordance with Section 105 of the current *Standard Specifications for Roads and Structures* and the following provisions: the Engineer for this project shall be the Division Engineer, Division 8, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

MATERIALS AND TESTING:

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the current edition of the 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 edition of the current *Standard Specifications*. Material which is not properly certified will not be accepted.

Delivery tickets for all **asphalt and stone material** shall be furnished in accordance with Section 106-7 of the current edition of the *Standard Specifications* and shall include the following information:

1. NCDOT WBS Element
2. Date
3. Time issued
4. Type of Material
5. Gross weight
6. Tare Weight
7. Net weight of material
8. Plant Location
9. Truck Number
10. Contractor's name
11. Public weighmaster's stamp or number
12. Public weighmaster's signature or initials in ink
13. Job mix formula number (if for asphalt plant mix)
14. Asphalt Plant Certification Number (if for asphalt plant mix)

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*.

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/her 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 current *Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays or Sundays, nor legal State holidays. Work shall only be performed when weather, traffic, and visibility conditions allow safe operations.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the County Maintenance Engineer at least 48 hours in advance of beginning work on the project. The Contractor shall give the County Maintenance Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required. 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

INSPECTION:

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

STANDARD SPECIAL PROVISIONS
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z 2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*.

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_____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

NOTARY SEAL

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Witness's Signature

Signature of
Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturers and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>									
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(2)	<hr/>									
	Name of Contractor									
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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.

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

PURCHASE ORDER CONTRACT BID FORM

Work Order Number: To Be Determined

Description: 15" to 48" Pipe Replacements and Installations

Counties: Randolph and Chatham

ITEM	ACTIVITY NO.	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	SP	RESPONSE FOR PIPE INSTALLATION	10	EA		
2	SP	1105	TRAFFIC CONTROL (FULL LANE CLOSURE)	5	EA		
3	SP	310	18" to 24" RCP CULVERT, CLASS III---0' to 5'	120	LFT		
4	SP	310	18" to 24" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
5	SP	310	18" to 24" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
6	SP	310	30" to 36" RCP CULVERT, CLASS III---0' to 5'	120	LFT		
7	SP	310	30" to 36" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
8	SP	310	30" to 36" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
9	SP	310	42" to 48" RCP CULVERT, CLASS III---0' to 5.0'	120	LFT		
10	SP	310	42" to 48" RCP CULVERT, CLASS III---5.1' to 10.0'	120	LFT		
11	SP	310	42" to 48" RCP CULVERT, CLASS III---10.1' to 15.0'	60	LFT		
12	SP	310	30" TO 36" CMP CULVERT	120	LFT		
13	SP	310	42" TO 48" CMP CULVERT	120	LFT		
14	4101306	310	15" SIDE DRAIN PIPE	350	LFT		
15	SP	840	MASONRY DRAINAGE STRUCTURE W/ GRATE & FRAME 0' TO 5' HEIGHT	6	EA		
16	SP	840	MASONRY DRAINAGE STRUCTURE W/ GRATE & FRAME 5.1' TO 10' HEIGHT	8	LFT		
17	SP	840	PRECAST DRAINAGE STRUCTURE W/ GRATE & FRAME	6	EA		
18	4103205	858	ADJUST CATCH BASIN	6	EA		
19	4103210	858	ADJUST DROP INLETS	6	EA		
20	4103215	858	ADJUST MANHOLES	5	EA		
21	4103220	858	ADJUST METER BOXES OR VALVE BOXES	5	EA		
22	4101295	300	FOUNDATION CONDITIONING MATERIAL	220	TON		

23	SP	300	FOUNDATION CONDITIONING GEOTEXTILE	600	SYD		
24	4101095	230	BORROW EXCAVATION	1,000	CYD		
25	4101915	520	AGGREGATE BASE COURSE	225	TON		
26	SP	SP	DIVERSION PUMPING	5	EA		
27	4105925	SP	SPECIAL STILLING BASIN	10	EA		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____