STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

DIVISION 9

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE
NON-EXCLUSIVE CONTRACT

CONTRACT NO.:	D9-FENCE-14	WBS NO:	
TIP NO.:		F.A. PROJECT:	
ROUTES:	VARIOUS SITES	COUNTIES:	DAVIDSON DAVIE FORSYTH ROWAN STOKES
TYPE OF WORK:	FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES		
BID OPENING:	DIVISION 9 OFFICE 375 SILAS CREEK PARKWAY WINSTON-SALEM, NC 27127 JANUARY 8, 2014 10:00am		

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS $30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD.

ALL BIDDERS MUST BE PREQUALIFIED AS A "BIDDER" or "SUBCONTRACTOR" WITH NCDOT PRIOR TO BID OPENING.

NAME OF BIDDER N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

J. Brett Abernathy, PE, PLS
Division 9 Project Manager
N. C. Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127

If you have any questions concerning this contract, contact J. Brett Abernathy at (336) 747-7800.

"FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES"

CONTRACT NO. D9-FENCE-14 IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES, NORTH CAROLINA

DATE: DECEMBER 18, 2013

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. D9-FENCE-14; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D9-FENCE-14** in **Davidson, Davie, Forsyth, Rowan and Stokes Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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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. NO BID BONDS REQUIRED.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
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. **** Unit bid prices must be limited to two (2) decimal places. ****
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. Do NOT use white-out.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number
   e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. **THE ENTIRE PROPOSAL INCLUDING BID FORMS SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 375 SILAS CREEK PARKWAY, WINSTON-SALEM, NC 27127 BY 10:00 A.M. ON JANUARY 8, 2014.**

12. The sealed bid must display the following statement on the front of the sealed envelope:

    Name and Address of Company and:
    "FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES TO BE OPENED AT 10:00AM ON JANUARY 8, 2014."

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

J. Brett Abernathy, PE, PLS
Division 9 Project Manager
N. C. Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. 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 and all bids.

STANDARD PROVISIONS

GENERAL

This contract is for **FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES 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, the current NCDOT Superpave Manual, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The following is the link to the current edition of the NCDOT
"Standard Specifications for Roads and Structures" and "Roadway Standard Drawings"
http://ncdot.org/doh/preconstruct/ps/specifications/specifications_provisions.html
http://ncdot.org/doh/preconstruct/ps/std_draw/06english/default.html

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 edition of the Standard Specifications for Roads and Structures.

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual gross income of $1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at $500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this Program, a NC General Contractor's License **is not required** nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT will be eligible to bid on this project.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. The submittal form is included at the end of the Contract Proposal. Do not submit the form with the Bid Documents. Send completed forms to:

Contractual Services Unit
ATTN: SBE
1509 Mail Service Center
Raleigh, NC 27699-1509

Additional information on the program may be obtained online at:

http://www.ncdot.org/business/ocs/sbe/

CONTRACT TIME

The date of availability for this contract is the date of execution of the purchase order. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. The completion date is January 31, 2015.

No work will be permitted and no purchase order will be issued until all requirements and prerequisite conditions and certifications have been satisfied.

At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a (Maximum of three (3) years total). The Engineer will notify the contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

WORKERS' COMPENSATION INSURANCE

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor shall indemnify and hold harmless the North Carolina Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the North Carolina Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors/subcontractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured contractor/subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

The successful bidder shall provide Proof of insurance within (14) days after request from NCDOT prior to issuance of a purchase order and beginning work.

AWARD OF CONTRACT (TERMS)

The State reserves the right to make partial, progressive or multiple awards for the same service and in the best interest of the State.

The award of the contract, if it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

ftp://ftp.bls.gov/pub/special.requests/cpi/cpiai.txt

The CPI will be determined from a 12-month period. Example below:

Year	J	F	M	A	M	J	J	A	S	O	N	D
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.6	226.9	226.4	226.2	225.7
2012	226.7											

CPI for current period	226.7
Less CPI for previous period	220.2
Equals index point change	6.5
Divided by previous period CPI	220.2
Equals	0.0295
Result multiplied by 100	0.0295 x 100
Equals percentage change	2.95 %

All line items in this contract (except asphalt items) will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 9, 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.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

SUBLETTING OF CONTRACT

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

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

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 hour notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. 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.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

NON-EXCLUSIVE CONTRACT

The contractor agrees and understands by signature of this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for tree service which will consist of the pruning or removal of trees using sound, established arboricultural principles from Highway Right of Way along state maintained roads.

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.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

SUBSURFACE INFORMATION:

(7-1-95) 450 SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12) 105 SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

RESOURCE CONSERVATION:

(5-21-13) 104-13 SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx

DOMESTIC STEEL:

(4-16-13) 106 SP1 G120

Revise the *2012 Standard Specifications* as follows:

Page 1-49, Subarticle 106-1(B) Domestic Steel, lines 2-7, replace the first paragraph with the following:

All steel and iron products that are permanently incorporated into this project shall be produced in the United States except minimal amounts of foreign steel and iron products may be used providedthe combined material cost of the items involved does not exceed 0.1% of the total amount bid for the entire project or $2,500, whichever is greater. If invoices showing the cost of the material are not provided, the amount of the bid item involving the foreign material will be used for calculations. This minimal amount of foreign produced steel and iron products permitted for use is not applicable to high strength fasteners. Domestically produced high strength fasteners are required.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06) SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09) 107-1 SP1 G152

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

(A) Have a contract with a governmental agency; or
(B) Have performed under such a contract within the past year; or
(C) Anticipate bidding on such a contract in the future.

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

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order24.

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".

PROJECT SPECIAL PROVISIONS - ROADWAY

MATERIALS:

(2-21-12) (Rev. 12-17-13) 1000, 1005, 1050, 1074, 1078, 1080, 1081, 1086, 1084, 1087, 1092 SP10 R01

Revise the *2012 Standard Specifications* as follows:

Page 10-1, Article 1000-1, DESCRIPTION, line 14, add the following:

Use materials which do not produce a mottled appearance through rusting or other staining of the finished concrete surface.

Page 10-5, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1
REQUIREMENTS FOR CONCRETE

Class of Concrete	Min. Comp. Strength at 28 days	Maximum Water-Cement Ratio				Consistency Max. Slump		Cement Content			
		Air-Entrained Concrete		Non Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non- Vibrated	
		Rounded Aggregate	Angular Aggre-gate	Rounded Aggregate	Angular Aggre-gate			Min.	Max.	Min.	Max.
Units	*psi*					*inch*	*inch*	*lb/cy*	*lb/cy*	*lb/cy*	*lb/cy*
AA	4,500	0.381	0.426	-	-	3.5	-	639	715	-	-
AA Slip Form	4,500	0.381	0.426	-	-	1.5	-	639	715	-	-
Drilled Pier	4,500	-	-	0.450	0.450	-	5-7 dry 7-9 wet	-	-	640	800
A	3,000	0.488	0.532	0.550	0.594	3.5	4	564	-	602	-
B	2,500	0.488	0.567	0.559	0.630	2.5	4	508	-	545	-
B Slip Formed	2,500	0.488	0.567	-	-	1.5	-	508	-	-	-
Sand Light-weight	4,500	-	0.420	-	-	4	-	715	-	-	-
Latex Modified	3,000 7 day	0.400	0.400	-	-	6	-	658	-	-	-
Flowable Fill excavatable	150 max. at 56 days	as needed	as needed	as needed	as needed	-	Flow-able	-	-	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	-	Flow-able	-	-	100	as needed
Pavement	4,500 design, field 650 flexural, design only	0.559	0.559	-	-	1.5 slip form 3.0 hand place	-	526	-	-	-
Precast	See Table	as needed	as needed	-	-	6	as needed	as needed	as needed	as needed	as needed

													-
													-
												564	as needed
											-	8	
										-	-		
									-				
				See Table 1078-1									
			See Table 1078-1										
	1077-1	per contract											
	Prestress												

Page 10-65, Article 1050-1, GENERAL, line 41, replace the first sentence with:

All fencing material and accessories shall meet Section 106.

Page 10-23, Table 1005-1, AGGREGATE GRADATION-COARSE AGGREGATE, replace with the following:

TABLE 1005-1
AGGREGATE GRADATION - COARSE AGGREGATE

	Percentage of Total by Weight Passing												
Std. Size #	**2"**	**1 1/2"**	**1"**	**3/4"**	**1/2"**	**3/8"**	**#4**	**#8**	**#10**	**#16**	**#40**	**#200**	**Remarks**
4	100	90-100	20-55	0-15	-	0-5	-	-	-	-	-	**A**	Asphalt Plant Mix
467M	100	95-100	-	35-70	-	0-30	0-5	-	-	-	-	**A**	Asphalt Plant Mix
5	-	100	90-100	20-55	0-10	0-5	-	-	-	-	-	**A**	AST, Sediment Control Stone
57	-	100	95-100	-	25-60	-	0-10	0-5	-	-	-	**A**	AST, Str. Concrete, Shoulder Drain, Sediment Control Stone
57M	-	100	95-100	-	25-45	-	0-10	0-5	-	-	-	**A**	AST, Concrete Pavement
6M	-	-	100	90-100	20-55	0-20	0-8	-	-	-	-	**A**	AST
67	-	-	100	90-100	-	20-55	0-10	0-5	-	-	-	**A**	AST, Str. Concrete, Asphalt Plant Mix
78M	-	-	-	100	98-100	75-100	20-45	0-15	-	-	-	**A**	Asphalt Plant Mix, AST, Str. Conc, Weep Hole Drains
14M	-	-	-	-	-	100	35-70	5-20	-	0-8	-	**A**	Asphalt Plant Mix, AST, Weep Hole Drains, Str. Concrete
9	-	-	-	-	-	100	85-100	10-40	-	0-10	-	**A**	AST
ABC	-	100	75-97	-	55-80	-	35-55	-	25-45	-	14-30	4-12[B]	Aggregate Base Course, Aggregate Stabilization
ABC (M)	-	100	75-100	-	45-79	-	20-40	-	0- 25	-	-	0-12[B]	Maintenance Stabilization
Light-weight[C]	-	-	-	-	100	80-100	5- 40	0-20	-	0-10	-	0-2.5	AST

A. See Subarticle 1005-4(A).
B. See Subarticle 1005-4(B).
C. For Lightweight Aggregate used in Structural Concrete, see Subarticle 1014-2(E)(6).

Page 10-115, Subarticle 1074-7(B), Gray Iron Castings, lines 10-11, replace with the first two sentences with the following:

Supply gray iron castings meeting all facets of AASHTO M 306 excluding proof load. Proof load testing will only be required for new casting designs during the design process, and conformance to M306 loading (40,000 lbs.) will be required only when noted on the design documents.

Page 10-126, Table 1078-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1078-1 REQUIREMENTS FOR CONCRETE		
Property	**28 Day Design Compressive Strength 6,000 psi or less**	**28 Day Design Compressive Strength greater than 6,000 psi**
Maximum Water/Cementitious Material Ratio	0.45	0.40
Maximum Slump without HRWR	3.5"	3.5"
Maximum Slump with HRWR	8"	8"
Air Content (upon discharge into forms)	5 + 2%	5 + 2%

Page 10-151, Article 1080-4 Inspection and Sampling, lines 18-22, replace (B), (C) and (D) with the following:

(B) At least 3 panels prepared as specified in 5.5.10 of AASHTO M 300, Bullet Hole Immersion Test.

(C) At least 3 panels of 4"x6"x1/4" for the Elcometer Adhesion Pull Off Test, ASTM D4541.

(D) A certified test report from an approved independent testing laboratory for the Salt Fog Resistance Test, Cyclic Weathering Resistance Test, and Bullet Hole Immersion Test as specified in AASHTO M 300.

(E) A certified test report from an approved independent testing laboratory that the product has been tested for slip coefficient and meets AASHTO M253, Class B.

Page 10-161, Subarticle 1081-1(A) Classifications, lines 29-33, delete first 3 sentences of the description for Type 2 and replace with the following:

Type 2 - A low-modulus, general-purpose adhesive used in epoxy mortar repairs. It may be used to patch spalled, cracked or broken concrete where vibration, shock or expansion and contraction are expected.

Page 10-162, Subarticle 1081-1(A) Classifications, lines 4-7, delete the second and third sentences of the description for Type 3A. **Lines 16-22,** delete Types 6A, 6B and 6C.

Page 10-162, Subarticle 1081-1(B) Requirements, lines 26-30, replace the second paragraph with the following:

For epoxy resin systems used for embedding dowel bars, threaded rods, rebar, anchor bolts and other fixtures in hardened concrete, the manufacturer shall submit test results showing that the bonding system will obtain 125% of the specified required yield strength of the fixture. Furnish certification that, for the particular bolt grade, diameter and embedment depth required, the anchor system will not fail by adhesive failure and that there is no movement of the anchor bolt. For certification and anchorage, use 3,000 psi as the minimum Portland cement concrete compressive strength used in this test. Use adhesives that meet Section 1081.

List the properties of the adhesive on the container and include density, minimum and maximum temperature application, setting time, shelf life, pot life, shear strength and compressive strength.

Page 10-163, Table 1081-1 Properties of Mixed Epoxy Resin Systems, replace table with the following:

Table 1081-1
Properties of Mixed Epoxy Resin Systems

Property	Type 1	Type 2	Type 3	Type 3A	Type 4A	Type 4B	Type 5
Viscosity-Poises at 77°F ± 2°F	Gel	10-30	25-75	Gel	40-150	40-150	1-6
Spindle No.	-	3	4	--	4	4	2
Speed (RPM)	-	20	20	--	10	10	50
Pot Life (Minutes)	20-50	30-60	20-50	5-50	40-80	40-80	20-60
Minimum Tensile Strength at 7 days (psi)	1,500	2,000	4,000	4,000	1,500	1,500	4,000
Tensile Elongation at 7 days (%)	30 min.	30 min.	2-5	2-5	5-15	5-15	2-5
Min. Compressive Strength of 2". mortar cubes at 24 hours	3,000 (Neat)	4,000-	6,000-	6,000 (Neat)	3,000	3,000	6,000
Min. Compressive Strength of 2" mortar cubes at 7 days	5,000 (Neat)	-	-	-	-	5,000	-
Maximum Water Absorption (%)	1.5	1.0	1.0	1.5	1.0	1.0	1.0
Min. Bond Strength Slant Shear Test at 14 days (psi)	1,500	1,500	2,000	2,000	1,500	1,500	1,500

Page 10-164, Subarticle 1081-1(E) Prequalification, lines 31-33, replace the second sentence of the first paragraph with the following:

Manufacturers choosing to supply material for Department jobs must submit an application through the Value Management Unit with the following information for each type and brand name:

Page 10-164, Subarticle 1081-1(E)(3), line 37, replace this subarticle with the following:

(3) Type of the material in accordance with Articles 1081-1 and 1081-4,

Page 10-165, Subarticle 1081-1(E)(6), line 1, in the first sentence of the first paragraph replace "AASHTO M 237" with "the specifications".

Page 10-165, Subarticle 1081-1(E) Prequalification, line 9-10, delete the second sentence of the last paragraph.

Page 10-165, Subarticle 1081-1(F) Acceptance, line 14, in the first sentence of the first paragraph replace "Type 1" with "Type 3".

Page 10-169, Subarticle 1081-3(G) Anchor Bolt Adhesives, delete this subarticle.

Page 10-170, Article 1081-3 Hot Bitumen, line 9, add the following at the end of Section 1081:

1081-4 EPOXY RESIN ADHESIVE FOR BONDING TRAFFIC MARKINGS

(A) General

This section covers epoxy resin adhesive for bonding traffic markers to pavement surfaces.

(B) Classification

The types of epoxies and their uses are as shown below:

Type I – Rapid Setting, High Viscosity, Epoxy Adhesive. This type of adhesive provides rapid adherence to traffic markers to the surface of pavement.

Type II – Standard Setting, High Viscosity, Epoxy Adhesive. This type of adhesive is recommended for adherence of traffic markers to pavement surfaces when rapid set is not required.

Type III – Rapid Setting, Low Viscosity, Water Resistant, Epoxy Adhesive. This type of rapid setting adhesive, due to its low viscosity, is appropriate only for use with embedded traffic markers.

Type IV – Standard Set Epoxy for Blade Deflecting-Type Plowable Markers.

(C) Requirements

Epoxies shall conform to the requirements set forth in AASHTO M 237.

(D) Prequalification

Refer to Subarticle 1081-1(E).

(E) Acceptance

Refer to Subarticle 1081-1(F).

Page 10-173, Article 1084-2 STEEL SHEET PILES, lines 37-38, replace first paragraph with the following:

Steel sheet piles detailed for permanent applications shall be hot rolled and meet ASTM A572 or ASTM A690 unless otherwise required by the plans. Steel sheet piles shall be coated as required by the plans. Galvanized sheet piles shall be coated in accordance with Section 1076. Metallized sheet piles shall be metallized in accordance to the Project Special Provision "Thermal Sprayed Coatings (Metallization)" with an 8 mil, 99.9% aluminum alloy coating and a 0.5 mil seal coating. Any portion of the metallized sheet piling encased in concrete shall receive a barrier coat. The barrier coat shall be an approved waterborne coating with a low-viscosity which readily absorbs into the pores of the aluminum thermal sprayed coating. The waterborne coating shall be applied at a spreading rate that results in a theoretical 1.5 mil dry film thickness. The manufacturer shall issue a letter of certification that the resin chemistry of the waterborne coating is compatible with the 99.9% aluminum thermal sprayed alloy and suitable for tidal water applications.

Page 10-174, Subarticle 1086-1(B)(1) Epoxy, lines 18-24, replace this subarticle with the following:

The epoxy shall meet Article 1081-4.

The 2 types of epoxy adhesive which may be used are Type I, Rapid Setting, and Type II, Standard Setting. Use Type II when the pavement temperature is above 60°F or per the manufacturer's recommendations whichever is more stringent. Use Type I when the pavement temperature is between 50°F and 60°F or per the manufacturer's recommendations whichever is more stringent. Epoxy adhesive Type I, Cold Set, may be used to attach temporary pavement markers to the pavement surface when the pavement temperature is between 32°F and 50°F or per the manufacturer's recommendations whichever is more stringent.

Page 10-175, Subarticle 1086-2(E) Epoxy Adhesives, line 27, replace "Section 1081" with "Article 1081-4".

Page 10-177, Subarticle 1086-3(E) Epoxy Adhesives, line 22, replace "Section 1081" with "Article 1081-4".

Page 10-179, Subarticle 1087-4(A) Composition, lines 39-41, replace the third paragraph with the following:

All intermixed and drop-on glass beads shall not contain more than 75 ppm arsenic or 200 ppm lead.

Page 10-180, Subarticle 1087-4(B) Physical Characteristics, line 8, replace the second paragraph with the following:

All intermixed and drop-on glass beads shall comply with NCGS § 136-30.2 and 23 USC § 109(r).

Page 10-181, Subarticle 1087-7(A) Intermixed and Drop-on Glass Beads, line 24, add the following after the first paragraph:

Use X-ray Fluorescence for the normal sampling procedure for intermixed and drop-on beads, without crushing, to check for any levels of arsenic and lead. If any arsenic or lead is detected, the sample shall be crushed and repeat the test using X-ray Fluorescence. If the X-ray Fluorescence test shows more than a LOD of 5 ppm, test the beads using United States Environmental Protection Agency Method 6010B, 6010C or 3052 for no more than 75 ppm arsenic or 200 ppm lead.

Page 10-204, Subarticle 1092-2(A) Performance and Test Requirements, replace **Table 1092-3 Minimum Coefficient of Retroreflection for NC Grade A** with the following:

TABLE 1092-3
MINIMUM COEFFICIENT OF RETROREFLECTION FOR NC GRADE A
(Candelas Per Lux Per Square Meter)

Observation Angle, degrees	Entrance Angle, degrees	White	Yellow	Green	Red	Blue	Fluorescent Yellow Green	Fluorescent Yellow
0.2	-4.0	525	395	52	95	30	420	315
0.2	30.0	215	162	22	43	10	170	130
0.5	-4.0	310	230	31	56	18	245	185
0.5	30.0	135	100	14	27	6	110	81
1.0	-4.0	**120**	60	8	16	3.6	64	48
1.0	30.0	45	34	4.5	9	2	36	27

PROJECT SPECIAL PROVISIONS

GENERAL (CHAIN LINK, WOVEN, AND BARBED WIRE FENCE)

1. The Contractor shall note that the amount of fence to be placed in the county will be a minimum of $500.00 and/or equivalent components before the Contractor will be notified to come into the county.
2. All bid items listed on bid sheel shall include all necessary incidental hardware to complete the fencing repairs or installation. The Contractor shall take this into consideration when submitting the bid.

MAINTENANCE AND REPAIR (CHAIN LINK & WOVEN WIRE FENCE ONLY!)

1. The removal of existing and/or damaged fence shall be done in accordance with the approval of the Engineer. The Contractor shall exercise care not to damage adjoining fence structures or other appurtenances. Any damage caused by the Contractor shall be repaired at no cost to the department.
2. The Engineer will designate maintenance and repair of fence at various locations in the county. The Contractor shall note that maintenance and repair of fence throughout the county will vary on the amount of existing, damaged or new installation of fence on each route or site and should take this into consideration when submitting the bid.
3. During the maintenance and/or repair of damaged sections of chain link or woven wire fence, the Contractor shall replace all needed components of fencing materials directed by the Engineer and stabilize existing fencing and appurtenances at the site.
4. Payment will be made at the contract unit price for "Woven and Chain Link Fabric", unit per square yard, SY for new installation and/or repair of fence. Prices and payment will be full compensation for all work covered, including but not limited to furnishing staples, tie/tension wires, nails, and all other miscellaneous hardware to complete the work.

REMOVAL/DISPOSAL (CHAIN LINK, WOVEN AND BARBED WIRE FENCE ONLY)

1. The removal and disposal of chain link, woven or barbed wire that has been damaged or requires replacement shall be performed by the Contractor, using appropriate construction methods as approved by the Engineer. Areas that are overgrown with excessive vegetation and require heavy equipment for expeditious removal shall be completed by state forces or as directed by the Engineer.
2. The Contractor shall exercise care not to damage adjoining fencing structures or other components. Any damage caused by the Contractor shall be repaired at no cost to the department.
3. All fencing material components and angle arms inclusive that are damaged or require replacement will need to be disposed of by the Contractor as approved by the Engineer and done in accordance with Section 802 of the Standard Specifications. Basis of payment will be made under a separate bid item for "Removal/Disposal of Fence", unit linear feet, LF.

REMOVAL/RESETTING (CHAIN LINK, WOVEN AND BARBED WIRE FENCE) ANGLED ARMS EXCLUDED

1. The work covered by this section consists of removing and resetting existing fences of various types in accordance with Standard Specifications or as directed by the Engineer. The Contractor shall note that under this section all removal/reset of various fencing will include bracing and miscellaneous incidentals necessary to complete the reset.
2. The fence, after resetting, shall be in a condition that is equal to or better than before the fence is removed. The Contractor shall replace any of the fence components which have been unnecessarily damaged by him.
3. If the owner of the fence desires to repair, rebuild, or renew any parts of the fence, and agrees to furnish the materials without cost to the Contractor, then the Contractor shall repair, rebuild, renew and reset such fence using the material furnished by the owner. New fencing materials and/or existing salvageable sound fencing materials will be used when approved by the Engineer at no additional cost to the Contractor or the Department.
4. The quantity of fence removed/reset to be paid for will be the actual number of linear feet of fence that has been acceptably removed/reset. Measurement will be made along the fence after it has been removed/reset from center of end post. Basis of payment will be made under "Removal /Reset of Fence", unit linear feet, LF.

RESET WITH EXISTING AND/OR PROVIDING MATERIALS (CHAIN LINK, WOVEN AND BARBED WIRE FENCE) ANGLED ARMS EXCLUDED

1. The work covered by this section consists of resetting only (existing and/or provided) fences of various types to the locations approved by the Engineer.
2. All provided materials will be of satisfactory condition and if additional materials are required then they will be provided by the owner or by the Department. The Contractor shall note that bracing at the required locations and miscellaneous incidentals needed to reset the fencing will be included in the unit bid prices. The Contractor shall replace any of the components which have been unnecessarily damaged by him.
3. The quantity of fence reset (all materials provided at site) to be paid for will be the actual number of linear feet of fence that has been acceptably reset. Measurement will be made along the fence after it has been reset from center of post to center of post. Basis of payment will be made under "Reset of Existing (provided) Fence", unit linear feet, LF.

NEW INSTALLATION ONLY (CHAIN LINK, WOVEN AND BARBED WIRE FENCES)

1. Contractor shall note that under this section for "New Installation Only" this will "not" involved removal, replacement and disposal of damage sections but will involve only new installation at various sites within the county. Price and payment under these items will be paid for as stated in the contract and shall include all hardware and miscellaneous incidentals necessary to erect fence units and components including the traffic control needed to complete the work and as approved by the Engineer.
2. Installation of "Bracetop Rail" (STD 866.0I) with miscellaneous incidentals shall be paid under a separate bid item, unit linear feet, LF.
3. Installation of "6' Metal T-Post" with miscellaneous incidentals shall be paid under a separate bid item, unit each, EA. Barbed wire will be attached to Metal T-Post and paid under separate bid item for barbed wire.
4. 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 basis for cancellation of the contract.
5. Any damage to adjacent fences, posts or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer.

SETTING OF POSTS

1. All posts shall be set and maintained in a vertical position. Line posts may be set or set with a post driver. If set by hand all suitable backfill material shall be thoroughly tamped. If power driven, wood posts may be sharpened to a dull point. Posts damaged by power driving shall be removed and replaced back with like material by the Contractor. Posts shall be anchored in concrete where required by soil conditions to maintain the position and alignment of the post.
2. Forms will not be required for the concrete. The top of the concrete shall be troweled to a smooth finish and sloped to drain away from the post. The concrete shall cure at least 3 days or as approved by the Engineer before any load is placed on post.
3. Contractor shall set posts in areas of natural ground or be driven into asphalt (maximum 3" depth) with diameter twice the largest dimension of the post shall be dug and a minimum depth of 12 inches.
4. Where rock is encountered within the required depth to which fence posts shall be erected, a hole of a diameter twice the largest dimension ofthe post shall be dug and a minimum depth of 12 inches.
5. In the event that the terrain encountered is too rough to be safely traversed with machinery (slope steeper than 2:1) additional payment may be made for holes dug by hand augers at the direction of the Engineer on a case basis. Basis of payment will be made (all post sizes) "Post (ROUGH TERRAIN)", unit each, EA.
6. All work, labor, tools, materials and other miscellaneous incidentals covered under this section will be paid under separate bid items listed in the contract.

CONCRETE ANCHORING FOR POSTS

All concrete anchors shall be Class B concrete meeting the requirements of Section 1000 or a premixed commercially bagged dry concrete mix (80 lb bags) may be used provided the concrete meets the minimum strength requirements for Class B concrete when mixed with the quantity of water shown in the instruction printed on the bag or as approved by the Engineer. Galvanized nails may be driven in the base portion of the posts, as reinforcing agent

for the concrete anchors. Basis of payment will include labor, material, etc. under a separate bid item for "Concrete Anchoring", unit per bag, BAG.

GATES

Under a separate bid item the quantity of gates to be paid for will be the number of gates actually erected at the site. The installation process shall include all necessary hardware and incidentals needed to completely erect the gate. Basis of payment will be covered under separate bid item for "12'/14'/16' Metal Square Hot Dip Galvanized Panel Gate", unit each, EA and "Chain Link Swing Gate" (STD 866.01), unit square year, SY.

MOBILIZATION

1. A separate bid item will be used for mobilization when the quantity falls below the minimum requirement of $500.00 at each approved site. The Contractor shall consider a separate bid item for "Mobilization", per lump sum, LS.
2. The Contractor will be notified on routine fence installation, maintenance and repair by the Engineer and shall begin work on the sections of fence within 14 calendar days after notification or as determined by the Engineer. Failure to respond within the time frame may result in cancellation of this contract.

EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for emergency call back mobilization for damaged fence and appurtenances and shall include a cost for mobilizing into county on emergency basis. Under this item the Contractor should respond after first initially being contacted to the damaged section and/or sections designated by the Engineer within 2 calendar days. Failure to respond within the time frame may result in nonpayment of this item as an emergency repair. Emergency repairs for damaged fence will have no minimum limit and the Contractor shall consider this when submitting the bid for the separate bid item. "Emergency Call Back Mobilization", unit price lump sum, LS.

CHAIN LINK FENCE

1. Under separate bid items, the quantity of chain link fence varying from 4'-8' in height to be paid for will be the number of square yards of this wire complete and in place. The wire shall be (#11-#9) gauge, galvanized steel or aluminum alloy, T mesh or as approved by the Engineer.
2. The Contractor will be permitted to connect rolls and pieces of chain link fabric to each other by field weaving provided that such weaving is identical in appearance and strength with the machine weaving done at the factory.

RAZOR RIBBON

Under separate bid items, the quantity of razor ribbon will be the number of linear feet, LF installed in the work, complete and in place.

STEEL OR ALUMINUM ALLOY LINE POSTS

Under separate bid items, steel or aluminum allot line posts may be needed during the fencing operation in which the Contractor will provide additional posts, installed, complete and in place equivalent in accordance with Roadway Std 866.01, or as approved by the Engineer. Basis of payment will be under a separate bid items for "Steel or Aluminum Alloy Posts (4'-8' height), unit linear feet, LF.

ANGLED BARBED WIRE ARMS

Under separate bid item, the quantity of angled barbed wire arms to be paid for will be the actual number of arms, complete and in place. Basis of payment will be under separate bid item for "Angled Barbed Wire Arms", unit each, EA.

BARBED WIRE

1. Under separate bid items, the quantity of barbed wire to be paid for will be the number of linear feet of wire installed in the work, complete and in place. The wire shall be high strength barbed (minimum tensile strength 80,000 psi), 12 Y2 gauge, 4 barbs spaced not more than 5" apart and zinc coating or equivalent in accordance with the Standard Specifications Section 1050-4, or as approved by the Engineer.
2. Measurement of barbed wire shall be made along each strand after the installation has been completed. Basis of payment will be under a separate bid items for "Barbed Wire", per linear feet, LF.

SALT TREATED LINE POSTS

Under separate bid items, additional (3-6 inch diameter) salt treated line posts may be needed during the fencing operation in which the Contractor will provide additional posts, installed, completed and in place to the satisfaction of the Engineer. Basis of payment will be under a separate bid items for "Salt Treated (3"-4"; 4"-5"; 5"-6" diameter) Line Posts", unit linear feet, LF.

WOVEN WIRE

Under separate bid items, additional woven wire fabric to be paid for will be the number of linear feet of wire installation in the work, complete and in place. The fence fabric shall be (#12-#9) gauge tension with (#14 Y2-#9) gauge tiller, zinc coating, 47" high with 3" strand spacing at the bottom and 8" at the top with progressive spacing between. Vertical strand shall be spaced at 6" intervals in accordance with the Standard Specifications Section 1050-5, or as approved by the Engineer. Basis of payment will be under separate bid item for "Woven Wire Fence", unit linear feet, LF.

BRACING (CHAIN LINK, WOVEN AND BARBED WIRE FENCE)

Under separate bid items, bracing the chain link (4'-8' height), woven wire and barbed wire fence shall be the number of units that are installed, completed and in place. Bracing for each unit shall include brace posts, turnbuckles & tie rods, tension wire, comer posts and miscellaneous incidentals necessary to complete the bracing for line end, comer and gate bracing at each location or as approved by the Engineer. Basis of payment for each unit shall be paid under separate bid items, "Bracing", unit each, EA.

MISCELLANEOUS, ETC.

1. 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 basis for cancellation of thecontract.
2. Installation of the proposed fence shall be in accordance with the Standard Specifications or as approved by the Engineer. The Contractor shall replace any of the fence components, which have been unnecessarily damaged by him, the cost of which shal not be incurred by the Department.

COOPERATION BETWEEN STATE FORCES AND CONTRACTOR

Cooperation and coordination of operations between Department of Transportation and Contractor are required. Each shall work together to complete the project in a timely and judicious manner.

WORKMANSHIP/APPEARANCE

1. The Contractor will be responsible for any crop or property damage during the erection of the fence and any damage caused by livestock or other damage due to the negligence of the Contractor's forces. All damages will be repaired to the satisfaction of the Engineer.
2. Any damage to utilities, property, etc. that may occur during the installation process shall be at the Contractor's expense.

SAMPLING OF MATERIALS

All materials to be used are subject to tests performed by the Department of Transportation Materials and Tests Unit to ensure they meet Department of Transportation specifications.

MAINTENANCE OF THE PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications for Roads and Structures, dated January 2012.

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 Subarticle 108-13(E) of the *2012 Standard Specifications.*

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".

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03) (Rev. 10-15-13) Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or *http://www.ncagr.gov/plantind/* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.

7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09) Z-5

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

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

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

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

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

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

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

ON-THE-JOB TRAINING

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

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

SAFETY VESTS and FLAGGER CERTIFICATION

All Contractors personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved or MUTCD Class II (Class III at night) reflective vest or outer garment at all times while on the project. All flaggers must be certified.

TRAFFIC CONTROL AND WORK ZONE SAFETY

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, North Carolina Department of Transportation Standard Specifications for Roads and Structures, July 2006, and the current edition of the Manual of 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.

Traffic movements 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. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel while on the project **shall wear an approved safety vest,** or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No separate payment will be made for providing the above-mentioned items, but the cost will be included in the several pay items included in this contract.

FULL LANE CLOSURE

When tree removal is performed in areas needing a **full lane closure** or as determined by the Engineer, the full lane closure will be paid under a separate bid item for "Full Lane Closure" per each, EA. 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** and will be full compensation for all cost of furnishing, installing, maintaining, and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the construction work and protect the public.

REQUESTS FOR QUOTATIONS WERE SENT TO THE FOLLOWING:

Calvin Construction Service, LLC
509 E. Third Street
Winston-Salem, NC 27101
ATTN: James Sherrill
336-722-5227

Nickelston Fence Company
PO Box 70
Lawsonville, NC 27022
ATTN: Tim Nickelston
336-871-2115

Quik Fence, Inc.
429 Old Mocksville Rd.
Statesville, NC 28625
ATTN: Joyce Wright
704-871-1910

Pete Howard
DBA Staniel Key Landscaping
5305 Weather Ridge Rd.
Kernersville, NC 27284
ATTN: Pete Howard
336-399-6875

Ms. Tami Gabriel (EMAIL)
NCDOT
Civil Rights Office

Mr. Reginald McNeill (EMAIL)
NCDOT
Civil Rights Office

Mr. Thomas Burt (EMAIL)
NCDOT
State Contractor Utilization Engineer

Mr. Michael McKoy (EMAIL)
NCDOT

Ms. Jamila Ormond (EMAIL)
NCDOT
Civil Rights Office

Association of General Contractors (EMAIL)

Division 9 Web Page:
http://www.ncdot.org/doh/operations/division9/div9bid.html

NC A & T Plan & Resource Center
Department of Construction Management &
Occupational Safety and Health
Price Hall – Room 112M, Laurel Street
Greensboro, NC 27411
Attn: Andrew Davis

Goler Community Development Corporation
889 N. Liberty St.
Winston-Salem, NC 27101
ATTN: Michael Suggs
336-761-0595
msuggs@golercdc.org

Subcontract Approval Form (SAF)

1. Complete the "Subcontract Approval Form" (Form SAF) for the Subcontractor and the 2nd Tier Subcontractor on one form. Additional items of work can be entered on the "Subcontract Approval Form Attachment". If there is more than one 2nd Tier Subcontractor, the information should be listed on the "Subcontract Approval Form - Additional 2nd Tier" (SAF - Additonal 2nd Tier).
2. Reporting Number is the Fiscal Vendor Number for Contractors and Subcontractors. This number can be found in the NCDOT Directory of Transportation Firms - Prequalified Bidders and Subcontractors. Use the following web address to access the list of Prequalified Bidders and Subcontractors.

   https://partner.ncdot.gov/VendorDirectory/default.html

   Enter the name of your subcontractor and hit "Submit". If the firm is prequalified to perform work for NCDOT, the firm's information will be shown on the screen. Click on the firm's name to access the Reporting Number.
3. If retainage is being withheld for the Subcontractor or 2nd Tier Subcontractor place an "X" in the box under the column titled "Retainage."
4. When the proposed Subcontractor or 2nd Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, select the appropriate certification from the drop down list. When the proposed Subcontractor is not a certified DBE, MBE, or WBE subcontractor, select "NONE" from the drop down list.
5. **Partial Item of Work and Portion of Work**

   Partial Item of Work is defined as a Subcontractor performing part of the work associated with a line item, such as hauling asphalt or tying steel. The partial item of work should be indicated by the symbol (♦). The work associated with the contract line item to be performed by the Subcontractor shall be identified.

   Portion of Work is defined as a Subcontractor performing all the work associated with a line item, but only a portion of the contract quantity. An example is grading from Station 225+00 - L- to the end of the project. The portions of work should be indicated by the symbol (●). The physical limits of the sublet quantity shall be identified.

   The Contractor may designate a subcontracted item of work as both a portion and a partial. (Example: Contractor is subcontracting hauling of unclassified excavation to multiple trucking contractors.) If the item of work is designated as both a portion and a partial the unit price shall be less than the contract unit price **and** the quantity shall be less than the contract quantity.
6. Sub or 2nd Tier - Designate if the work for the associated line item will be performed by a Subcontractor or a 2nd Tier Subcontractor. This must be completed to correctly calculate the Subcontract Amount.
7. Units of Measure (UOM) shown on the Subcontract Approval Form (SAF) shall be the same as those shown in the Department's contract. Any conversions that are necessary to satisfy this requirement shall be the responsibility of the Contractor. The Converted Price (CP) shall be denoted with an asterisk (*). **(Examples of converting units of measure can be found in the HiCAMS User Guide, Chapter 2, Section 8A. Use the following link to view the examples.)**

   https://connect.ncdot.gov/projects/construction/Pages/HiCAMS-Manual.aspx
8. DBE/MBE/WBE Unit Price - This unit price should only be completed for DBE/MBE/WBE Subcontractors. Enter a DBE/MBE/WBE Unit Price for the items of work performed by any certified DBE/MBE/WBE. Use the chart below to determine if a DBE/MBE/WBE Unit Price shall be entered for the line item, based on the certification of the firm.

Subcontractor	2nd Tier	Enter DBE/MBE/WBE Unit Price For
Certified	None	Subcontractor
Certified	Certified	Subcontractor
None	Certified	2nd Tier

The DBE/MBE/WBE Unit Price must be the negotiated unit or lump sum price agreed upon between the Contractor and the Subcontractor**, unless the Contractor is entering a Converted Price.** Indicating a Converted Price acknowledges that the price shown is not the actual price, but an approximate value used for calculating the Sublet Amount as reasonably close as possible. It can be higher, lower or equal to the contract bid price.

9. DBE/MBE/WBE Sublet Amount is the DBE/MBE/WBE Unit Price multiplied by the Quantity. For committed firms, the DBE/MBE/WBE Sublet Amount shall be the same or higher than the amount listed in the contract.
10. Subcontract Unit Price - The Subcontract Unit Price must be the same as the contract unit price unless the Subcontractor is performing a partial item of work. When a partial item of work is sublet, the unit price must be less than the contract unit price. When only a portion of the quantity of an item is sublet, the unit price shall be the same as the contract unit price. If an item of work is designated as both a partial and a portion, refer to Item 5 of these instructions. A Subcontract Unit Price must be entered for every line item, including an item of work performed by a DBE/MBE/WBE Subcontractor.
11. The Total Subcontract Amount is the Subcontract Unit Price multiplied by the Quantity.
12. The Subcontract Amount is the amount subcontracted by the Contractor. The amount is used to determine the percent of work performed by the Prime Contractor. (Refer to Article 108-6 of the Standard Specifications for subletting percentages.) The Subcontract Amount is calculated by summing the Total Subcontract Amounts for the Subcontractor. Any items listed on the Attachment sheet for the Subcontractor is also included in the Subcontract Amount. The line items for 2nd Tier Subcontractor(s) are not included.
13. When any item requested to be sublet has been previously included in an approved subcontract, the following statement shall be included above the listing of these items: "The following items are being deleted from "Subcontract Request Number ____."
14. The Contractor, Subcontractor and 2nd Tier Subcontractor shall sign the original Subcontract Approval Form and the Contractor shall submit the form to the Resident Engineer.

Sublet Percentages
FOR USE BY NCDOT PERSONNEL (for non HiCAMS contracts)

The following is the process used to calculate the Sublet Percentages after the approval of each subcontract. The fields will not populate, this process should be hand calculated.

(1) Total Original Contract Amount	_____	(5) Difference {1-(2+3)}	_____
(2) Specialty Items Sublet	_____	(6) Percent by Prime {(1-4)/5	_____
(3) Non-spec. Items Sublet to DBE/MBE/WBE	_____	(7) Threshold Check {(1-4)/(1-2)}	_____
(4) Total Sublet (Grand Total)	_____		

SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____ Subcontract Request Number: _____

WBS Element: _____ T.I.P. No.: _____ County: _____

APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:

_____ Retainage ☐ Certification _____ Reporting No. _____

Subcontractor Name and Address

_____ Retainage ☐ Certification _____ Reporting No. _____

2nd Tier-1 Subcontractor Name and Address

Line Code Number	Item Description	Portion (●)	Partial (♦)	Sub or 2nd Tier	Quantity	UOM	CP *	DBE/MBE/WBE Unit Price	DBE/MBE/WBE Sublet Amount	Subcontract Unit Price	Total Subcontract Amount

Indicates a Portion of Work (●) Indicates a Partial Item (♦) **DBE/MBE/WBE Amount** _____ **Subcontract Amt.** _____

SUBCONTRACT CERTIFICATION (applies only to Federal projects)

The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2nd tier subcontract in its entirety.

Contractor: _____
Signature: _____ Date _____
Title: _____

Subcontractor: _____
Signature: _____ Date _____
Title: _____

2nd Tier Subcontractor: _____
Signature: _____ Date _____
Title: _____

APPROVED:

Resident Engineer Date

Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made to the Contractor.

SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____ Subcontract Request Number: _____

Line Code Number	Item Description	Portion (●)	Partial (♦)	Sub or 2nd Tier	Quantity	UOM	CP *	DBE/MBE/WBE Unit Price	DBE/MBE/WBE Sublet Amount	Subcontract Unit Price	Total Subcontract Amount

Indicates a Portion ofWork (●)

Indicates a Partial Item (♦)

SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____ Subcontract Request Number: _____

WBS Element: _____ T.I.P. No.: _____ County: _____

APPROVAL IS REQUESTED TO SUBLET THE FOLLOWING ITEMS OF WORK ON THIS PROJECT TO:

_____ Retainage ☐ Certification _____ Reporting No. _____

2nd Tier-2 Subcontractor Name and Address

_____ Retainage ☐ Certification _____ Reporting No. _____

2nd Tier-3 Subcontractor Name and Address

Line Code Number	Item Description	Portion (●)	Partial (♦)	Sub or 2nd Tier	Quantity	UOM	CP *	DBE/MBE/WBE Unit Price	DBE/MBE/WBE Sublet Amount	Subcontract Unit Price	Total Subcontract Amount
	III										

Indicates a Portion of Work (●) Indicates a Partial Item (♦)

SUBCONTRACT CERTIFICATION (applies only to Federal projects)

The Contractor / Subcontractor certifies that the subcontract is in writing and that FHWA 1273, "Required Contract Provisions," have been included in the subcontract / 2nd tier subcontract in its entirety.

Contractor: _____
Signature: _____ Date _____
Title: _____

Subcontractor: _____
Signature: _____ Date _____
Title: _____

2nd Tier Subcontractor: _____
Signature: _____ Date _____
Title: _____

APPROVED:

Resident Engineer Date

Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation as:

Name of MBE/WBE/DBE Subcontractor_____

Address_____

City_____State_____Zip_____

Please check all that apply:

Minority Business Enterprise (MBE) ____

Women Business Enterprise (WBE) ____

Disadvantaged Business Enterprise (DBE) ____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Board of Transportation. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount $ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	**Name of Bidder**
Signature / Title	**Signature / Title**
Date	**Date**

Form DBE-IS
Rev DIV 9 12-31-07

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice

Firm Invoice No. Reference _____
NCDOT PO/Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____

Signed _____

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice

Total Amount Paid to Subcontractor Firms $ _____

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature _____ Title _____

Print Name _____ Date _____

Form DBE-IS
Rev DIV 9 12-31-07

State of North Carolina
Department of Transportation
Subcontractor Payment Information

Submit with Invoice

Firm Invoice No. Reference	1231
NCDOT PO/Contract Number	360001234
WBS No. (State Project No.)	40491
Date of Invoice	12/11/2007
Signed	John Doe

EXAMPLE

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Eaxmple 1						
10	XYZ Trucking	123-45-6789	ABC Company	987-65-4312	$ 7,000.00	11/16/2007
60	CDF Company	456-78-9123	DEF Paving	789-12-3456	$ 1,000.00	11/17/2007

If no Subcontracto/Subconsultant participation, please submit form as shown below in Example 2

Eaxmple 2

N/A					0.00	

	Example 1	Example 2
Total Amount Paid to Subcontractor Firms	$ 8,000.00	0.00

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/ Subconsultants/Material Suppliers on the above referenced project.

Signature	John Doe	Title	Owner
Print Name	John Doe	Date	12/11/2007

Field	Instructions
Subgrantee Letterhead / Name & Address Goes Here	Enter the name and address of the company, firm, governmental entity or subgrantee requesting payment form the North Carolina Department of Transportation
Submit with Invoice To:	Update this section with the name and address of the NCDOT representative that is responsible for processing payment requests for your contracts.
Firm Invoice No. Reference	Enter the invoice number that was submitted to NCDOT that corresponds with the payment information contained on this form.
NCDOT PO / Contract Number	Enter the NCDOT Purchase Order or Contract number that corresponds with the information contained on this form.
WBS No. (State Project No.)	Enter the NCDOT WBS element number assigned to this project.
Date of Invoice	Enter the date of the invoice that was submitted for payment.
Signed	Enter the name of the person responsible for the validity of the information contained on this form.
Invoice Line Item Reference	Enter the invoice line item or pay item that the DBE payment information is related to.
Payer Name	Enter the name of the company, firm, governmental entity or subgrantee that is responsible for paying the DBE subcontractor.
Payer Federal Tax Id	Enter the Federal Tax Identification number of the Payer (See Payer Name)
Subcontractor / Subconsultant/ Material Supplier Name	Enter the name of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.
Subcontractor / Subconsultant/ Material Supplier Federal Tax Id	Enter the Federal Tax Identification number of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.
Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Enter the amount paid to the DBE Subcontractor, Subconsultant or Material Supplier for the invoice referenced.
Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Enter the date that the Subcontractor / Subconsultant / Material Supplier was paid for the items referenced on the invoice.
Total Amount Paid to DBE Firms	Enter the total payments made to all DBE Subcontractor / Subconsultant / Material Supplier for the invoice referenced.

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION:
- ☐ INDIVIDUAL (use Social Security No.)
- ☐ SOLE PROPRIETER (use SS No. or Fed ID No.)
- ☐ CORPORATION (use Federal ID No.)
- ☐ PARTNERSHIP (use Federal ID No.)
- ☐ ESTATE/TRUST (use Federal ID no.)
- ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
- ☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. ___ ___ ___ - ___ ___ - ___ ___ ___ ___ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. ___ ___ - ___ ___ ___ ___ ___ ___ ___ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐Prefer Not To Answer, ☐African American, ☐Native American, ☐Caucasian American, ☐Asian American, ☐Hispanic American, ☐Asian-Indian American, ☐Other: _____)

What is your firm's gender? (☐Prefer Not to Answer,☐Male, ☐Female) **Disabled-Owned Business?** (☐Prefer Not to Answer, ☐Yes,☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

_____ _____
NAME (Print or Type) **TITLE (Print or Type)**

_____ _____ _____
SIGNATURE **DATE** **PHONE NUMBER**

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full name of Corporation

_____
Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

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

_____
Print or type Signer's name

_____
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ 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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full name of Partnership

_____
Address as prequalified

_____ By _____
Signature of Witness Signature of Partner

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this

the _____ day of _____, 20____

NOTARY SEAL

_____
Signature of Notary Public

Of _____ County

State of _____

My Commission Expires: _____

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

_____
Full Name of Firm

_____
Address as Prequalified

_____
Witness's Signature

_____
Signature of
Member/Manager/Authorized Agent
Select appropriate title

_____
Print or type Signer's name

_____
Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ 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) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

By

_____ Signature of Witness or Attest

_____ Signature of Contractor

_____ Print or type Signer's name

_____ Print or type Signer's name

If Corporation, affix Corporate Seal

and

(3) _____
Name of Contractor

_____
Address as prequalified

By

_____ Signature of Witness or Attest

_____ Signature of Contractor

_____ Print or type Signer's name

_____ Print or type Signer's name

and

If Corporation, affix Corporate Seal

and

(4) _____
Name of Contractor (for 3 Joint Venture only)

_____
Address as prequalified

By

_____ Signature of Witness or Attest

_____ Signature of Contractor

_____ Print or type Signer's name

_____ Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
_____day of_____ 20___

_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
_____day of _____ 20___

_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
____day of _____ 20____

_____
Signature of Notary Public
of _____County
State of _____
My Commission Expires:_____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual Name

Trading and doing business as _____
Full name of Firm

_____
Address as Prequalified

_____ _____
Signature of Witness Signature of Contractor, Individually

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

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ 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

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20____

_____
Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation 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 is an explanation is attached to this certification.

Execution of Contract

CONTRACT NO.: D9-FENCE-14

COUNTY: Davidson, Davie, Forsyth, Rowan & Stokes

ACCEPTED BY THE _____

_____

Proposals Engineer

_____

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

_____

Division Engineer

_____

Date

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

DAVIDSON COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	MOBILIZATION	3	LS		
2	SP	EMERGENCY CALL BACK	1	LS		
3	866	CHAIN LINK #11 GAUGE (4'-5' HT) FABRIC	200	SY		
4	866	CHAIN LINK #11 GAUGE (6'-8' HT) FABRIC	300	SY		
5	866	CHAIN LINK #9 GAUGE (4'-5' HT) FABRIC	350	SY		
6	866	CHAIN LINK #9 GAUGE (6'-8' HT) FABRIC	300	SY		
7		RAZOR RIBBON WIRE	100	LF		
8		BRACE/TOP RAIL	200	LF		
9	866	WOVEN WIRE #12 GAUGE TENSION W/T #14 1/2 GAUGE FILLER	1000	LF		
10	866	WOVEN WIRE #12 GAUGE TENSION W/T #12 GAUGE FILLER	1000	LF		
11	866	WOVEN WIRE #9 GAUGE TENSION & FILLER	500	LF		
12	866	STEEL/ALUMINUM ALLOY LINE POSTS (4'-8' HT)	100	LF		
13	866	SALT TREATED (3"-4" DIA) POSTS	500	LF		
14	866	SALT TREATED (4"-5" DIA) POSTS	500	LF		
15	866	SALT TREATED (5"-6" DIA) POSTS	550	LF		
16	866	6' METAL T-POSTS (FOR BARBED WIRE ONLY)	200	EA		
17	866	POST (ROUGH TERRAIN) SEE SPECIAL PROVISIONS)	50	EA		
18	866	BRACING FOR CHAIN LINK FENCE (4'-5' HT)	10	EA		
19	866	BRACING FOR CHAIN LINK FENCE (6'-8' HT)	10	EA		
20	866	BRACING FOR WOVEN WIRE FENCE	50	EA		
21	866	BRACING FOR BARBED WIRE FENCE	50	EA		
22	866	ANGLED BARBED WIRE ARMS	50	EA		
23	866	BARBED WIRE	1500	LF		
24	SP	12' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
25	SP	14' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
26	SP	16' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
27	SP	CHAIN LINK SWING GATE	75	SY		
28	SP	BAG CONCRETE ANCHORING	100	BAG		
29		REMOVAL/DISPOSAL CHAIN LINK FENCE (4'-5' HT)	250	LF		

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

DAVIDSON COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
30	802	REMOVAL/DISPOSAL CHAIN LINK FENCE (6'-8' HT)	250	LF		
31	802	REMOVAL/DISPOSAL WOVEN WIRE FENCE	150	LF		
32	802	REMOVAL/DISPOSAL OF BARBED WIRE FENCE (4 OR 5 STRAND)	350	LF		
33	SP	REMOVAL/RESET CHAIN LINK FENCE (4'-5' HT)	400	LF		
34	SP	REMOVAL/RESET CHAIN LINK FENCE (6'-8' HT)	250	LF		
35	SP	REMOVAL/RESET WOVEN WIRE FENCE	400	LF		
36	SP	REMOVAL/RESET BARBED WIRE FENCE (4 OR 5 STRAND)	500	LF		
37	SP	RESET BARBED WIRE FENCE (4 OR 5 STRAND)	500	LF		
38	SP	RESET WOVEN WIRE FENCE	250	LF		
39	SP	RESET CHAIN LINK (4'-5' HT)	250	LF		
40	SP	RESET CHAIN LINK (6'-8' HT)	250	LF		

TOTAL BID FOR PROJECT _____

CONTRACTOR _____
ADDRESS _____

Federal Identification Number _____ Contractor's License Number _____
Authorized Agent _____ Title _____
Signature _____ Date _____
Witness _____ Title _____
Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2012.

Reviewed by _____ _____ (date)
Accetped by NCD(_____ Engineer _____ (date)
Reviewed by _____ _____ (date)
Accepted by NCD(_____ Engineer _____ (date)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

DAVIE COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	MOBILIZATION	5	LS		
2	SP	EMERGENCY CALL BACK	2	LS		
3	866	CHAIN LINK #11 GAUGE (4'-5' HT) FABRIC	200	SY		
4	866	CHAIN LINK #11 GAUGE (6'-8' HT) FABRIC	300	SY		
5	866	CHAIN LINK #9 GAUGE (4'-5' HT) FABRIC	350	SY		
6	866	CHAIN LINK #9 GAUGE (6'-8' HT) FABRIC	300	SY		
7		RAZOR RIBBON WIRE	100	LF		
8		BRACE/TOP RAIL	100	LF		
9	866	WOVEN WIRE #12 GAUGE TENSION W/T #14 1/2 GAUGE FILLER	1000	LF		
10	866	WOVEN WIRE #12 GAUGE TENSION W/T #12 GAUGE FILLER	1000	LF		
11	866	WOVEN WIRE #9 GAUGE TENSION & FILLER	600	LF		
12	866	STEEL/ALUMINUM ALLOY LINE POSTS (4'-8' HT)	300	LF		
13	866	SALT TREATED (3"-4" DIA) POSTS	500	LF		
14	866	SALT TREATED (4"-5" DIA) POSTS	550	LF		
15	866	SALT TREATED (5"-6" DIA) POSTS	550	LF		
16	866	6' METAL T-POSTS (FOR BARBED WIRE ONLY)	200	EA		
17	866	POST (ROUGH TERRAIN) SEE SPECIAL PROVISIONS)	50	EA		
18	866	BRACING FOR CHAIN LINK FENCE (4'-5' HT)	10	EA		
19	866	BRACING FOR CHAIN LINK FENCE (6'-8' HT)	10	EA		
20	866	BRACING FOR WOVEN WIRE FENCE	100	EA		
21	866	BRACING FOR BARBED WIRE FENCE	100	EA		
22	866	ANGLED BARBED WIRE ARMS	20	EA		
23	866	BARBED WIRE	1000	LF		
24	SP	12' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
25	SP	14' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
26	SP	16' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
27	SP	CHAIN LINK SWING GATE	100	SY		
28	SP	BAG CONCRETE ANCHORING	15	BAG		
29		REMOVAL/DISPOSAL CHAIN LINK FENCE (4'-5' HT)	280	LF		

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

DAVIE COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
30	802	REMOVAL/DISPOSAL CHAIN LINK FENCE (6'-8' HT)	250	LF		
31	802	REMOVAL/DISPOSAL WOVEN WIRE FENCE	350	LF		
32	802	REMOVAL/DISPOSAL OF BARBED WIRE FENCE (4 OR 5 STRAND)	350	LF		
33	SP	REMOVAL/RESET CHAIN LINK FENCE (4'-5' HT)	400	LF		
34	SP	REMOVAL/RESET CHAIN LINK FENCE (6'-8' HT)	500	LF		
35	SP	REMOVAL/RESET WOVEN WIRE FENCE	400	LF		
36	SP	REMOVAL/RESET BARBED WIRE FENCE (4 OR 5 STRAND)	500	LF		
37	SP	RESET BARBED WIRE FENCE (4 OR 5 STRAND)	1500	LF		
38	SP	RESET WOVEN WIRE FENCE	500	LF		
39	SP	RESET CHAIN LINK (4'-5' HT)	500	LF		
40	SP	RESET CHAIN LINK (6'-8' HT)	500	LF		

TOTAL BID FOR PROJECT _____

CONTRACTOR _____
ADDRESS _____

Federal Identification Number _____ Contractor's License Number _____
Authorized Agent _____ Title _____
Signature _____ Date _____
Witness _____ Title _____
Signature _____ Date _____

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This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2012.

Reviewed by _____ _____ (date)
Accetped by NCD(_____ Engineer _____ (date)
Reviewed by _____ _____ (date)
Accepted by NCD(_____ Engineer _____ (date)

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

FORSYTH COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	MOBILIZATION	5	LS		
2	SP	EMERGENCY CALL BACK	2	LS		
3	866	CHAIN LINK #11 GAUGE (4'-5' HT) FABRIC	200	SY		
4	866	CHAIN LINK #11 GAUGE (6'-8' HT) FABRIC	300	SY		
5	866	CHAIN LINK #9 GAUGE (4'-5' HT) FABRIC	350	SY		
6	866	CHAIN LINK #9 GAUGE (6'-8' HT) FABRIC	300	SY		
7		RAZOR RIBBON WIRE	100	LF		
8		BRACE/TOP RAIL	100	LF		
9	866	WOVEN WIRE #12 GAUGE TENSION W/T #14 1/2 GAUGE FILLER	1000	LF		
10	866	WOVEN WIRE #12 GAUGE TENSION W/T #12 GAUGE FILLER	1000	LF		
11	866	WOVEN WIRE #9 GAUGE TENSION & FILLER	600	LF		
12	866	STEEL/ALUMINUM ALLOY LINE POSTS (4'-8' HT)	300	LF		
13	866	SALT TREATED (3"-4" DIA) POSTS	500	LF		
14	866	SALT TREATED (4"-5" DIA) POSTS	550	LF		
15	866	SALT TREATED (5"-6" DIA) POSTS	550	LF		
16	866	6' METAL T-POSTS (FOR BARBED WIRE ONLY)	200	EA		
17	866	POST (ROUGH TERRAIN) SEE SPECIAL PROVISIONS)	50	EA		
18	866	BRACING FOR CHAIN LINK FENCE (4'-5' HT)	10	EA		
19	866	BRACING FOR CHAIN LINK FENCE (6'-8' HT)	10	EA		
20	866	BRACING FOR WOVEN WIRE FENCE	100	EA		
21	866	BRACING FOR BARBED WIRE FENCE	100	EA		
22	866	ANGLED BARBED WIRE ARMS	20	EA		
23	866	BARBED WIRE	1000	LF		
24	SP	12' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
25	SP	14' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
26	SP	16' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
27	SP	CHAIN LINK SWING GATE	100	SY		
28	SP	BAG CONCRETE ANCHORING	15	BAG		
29		REMOVAL/DISPOSAL CHAIN LINK FENCE (4'-5' HT)	280	LF		

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

FORSYTH COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
30	802	REMOVAL/DISPOSAL CHAIN LINK FENCE (6'-8' HT)	250	LF		
31	802	REMOVAL/DISPOSAL WOVEN WIRE FENCE	350	LF		
32	802	REMOVAL/DISPOSAL OF BARBED WIRE FENCE (4 OR 5 STRAND)	350	LF		
33	SP	REMOVAL/RESET CHAIN LINK FENCE (4'-5' HT)	400	LF		
34	SP	REMOVAL/RESET CHAIN LINK FENCE (6'-8' HT)	500	LF		
35	SP	REMOVAL/RESET WOVEN WIRE FENCE	400	LF		
36	SP	REMOVAL/RESET BARBED WIRE FENCE (4 OR 5 STRAND)	500	LF		
37	SP	RESET BARBED WIRE FENCE (4 OR 5 STRAND)	1500	LF		
38	SP	RESET WOVEN WIRE FENCE	500	LF		
39	SP	RESET CHAIN LINK (4'-5' HT)	500	LF		
40	SP	RESET CHAIN LINK (6'-8' HT)	500	LF		

TOTAL BID FOR PROJECT _____

CONTRACTOR _____
ADDRESS _____

Federal Identification Number _____ Contractor's License Number _____
Authorized Agent _____ Title _____
Signature _____ Date _____
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Accetped by NCD(_____ Engineer _____ (date)
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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

ROWAN COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	MOBILIZATION	5	LS		
2	SP	EMERGENCY CALL BACK	2	LS		
3	866	CHAIN LINK #11 GAUGE (4'-5' HT) FABRIC	200	SY		
4	866	CHAIN LINK #11 GAUGE (6'-8' HT) FABRIC	300	SY		
5	866	CHAIN LINK #9 GAUGE (4'-5' HT) FABRIC	350	SY		
6	866	CHAIN LINK #9 GAUGE (6'-8' HT) FABRIC	300	SY		
7		RAZOR RIBBON WIRE	100	LF		
8		BRACE/TOP RAIL	100	LF		
9	866	WOVEN WIRE #12 GAUGE TENSION W/T #14 1/2 GAUGE FILLER	1000	LF		
10	866	WOVEN WIRE #12 GAUGE TENSION W/T #12 GAUGE FILLER	1000	LF		
11	866	WOVEN WIRE #9 GAUGE TENSION & FILLER	600	LF		
12	866	STEEL/ALUMINUM ALLOY LINE POSTS (4'-8' HT)	300	LF		
13	866	SALT TREATED (3"-4" DIA) POSTS	500	LF		
14	866	SALT TREATED (4"-5" DIA) POSTS	550	LF		
15	866	SALT TREATED (5"-6" DIA) POSTS	550	LF		
16	866	6' METAL T-POSTS (FOR BARBED WIRE ONLY)	200	EA		
17	866	POST (ROUGH TERRAIN) SEE SPECIAL PROVISIONS)	50	EA		
18	866	BRACING FOR CHAIN LINK FENCE (4'-5' HT)	10	EA		
19	866	BRACING FOR CHAIN LINK FENCE (6'-8' HT)	10	EA		
20	866	BRACING FOR WOVEN WIRE FENCE	100	EA		
21	866	BRACING FOR BARBED WIRE FENCE	100	EA		
22	866	ANGLED BARBED WIRE ARMS	20	EA		
23	866	BARBED WIRE	1000	LF		
24	SP	12' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
25	SP	14' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
26	SP	16' METAL SQUARE "HOT DIP GALVANIZED PANEL GATE"	5	EA		
27	SP	CHAIN LINK SWING GATE	100	SY		
28	SP	BAG CONCRETE ANCHORING	15	BAG		
29		REMOVAL/DISPOSAL CHAIN LINK FENCE (4'-5' HT)	280	LF		

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID FORM

CONTRACT NO.: D9-FENCE-14
DESCRIPTION: FENCE INSTALLATION AND REPAIRS, AS NEEDED, IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES

ROWAN

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
30	802	REMOVAL/DISPOSAL CHAIN LINK FENCE (6'-8' HT)	250	LF		
31	802	REMOVAL/DISPOSAL WOVEN WIRE FENCE	350	LF		
32	802	REMOVAL/DISPOSAL OF BARBED WIRE FENCE (4 OR 5 STRAND)	350	LF		
33	SP	REMOVAL/RESET CHAIN LINK FENCE (4'-5' HT)	400	LF		
34	SP	REMOVAL/RESET CHAIN LINK FENCE (6'-8' HT)	500	LF		
35	SP	REMOVAL/RESET WOVEN WIRE FENCE	400	LF		
36	SP	REMOVAL/RESET BARBED WIRE FENCE (4 OR 5 STRAND)	500	LF		
37	SP	RESET BARBED WIRE FENCE (4 OR 5 STRAND)	1500	LF		
38	SP	RESET WOVEN WIRE FENCE	500	LF		
39	SP	RESET CHAIN LINK (4'-5' HT)	500	LF		
40	SP	RESET CHAIN LINK (6'-8' HT)	500	LF		

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STOKES COUNTY

LINE #	SECT	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	MOBILIZATION	5	LS		
2	SP	EMERGENCY CALL BACK	2	LS		
3	866	CHAIN LINK #11 GAUGE (4'-5' HT) FABRIC	200	SY		
4	866	CHAIN LINK #11 GAUGE (6'-8' HT) FABRIC	300	SY		
5	866	CHAIN LINK #9 GAUGE (4'-5' HT) FABRIC	350	SY		
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7		RAZOR RIBBON WIRE	100	LF		
8		BRACE/TOP RAIL	100	LF		
9	866	WOVEN WIRE #12 GAUGE TENSION W/T #14 1/2 GAUGE FILLER	1000	LF		
10	866	WOVEN WIRE #12 GAUGE TENSION W/T #12 GAUGE FILLER	1000	LF		
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