



Bid Manual for DOWNTOWN STREETScape PROJECT, FY 2010

CRM BID #: 76019
CRM Project Number: DSP01
November 2010

Plans and Specifications Prepared

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Plans and Specifications
Prepared by:

**Bid Manual
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DOWNTOWN STREETScape PROJECT, FY 2010
BID NUMBER 76019

Sealed bids for DOWNTOWN STREETScape PROJECT, FY 2010, CRM BID NUMBER 76019, will be received by the City of Rocky Mount, NC (hereinafter call the "City") in Council Chamber located on the Third Floor of the Administrative Services Complex, 331 South Franklin Street, Rocky Mount, North Carolina 27804-5712 until 2:00 PM local time, Wednesday, November 17, 2010 at which time and place all bids received will be publicly opened and read aloud.

The proposal must be enclosed in a sealed envelope addressed to the Purchasing Manager, City of Rocky Mount. The project name and bid number as well as the name, address, license number, and NCDOT Reporting Number of the Bidder must be plainly marked on the outside of the envelope.

Due to the use of federal funds on this project, prime contractors **must** be prequalified with the North Carolina Department of Transportation (NCDOT) in order to submit a bid on this project. Bids submitted by a prime contractor that has not been prequalified by the NCDOT as of the bid opening date will **not** be accepted. In addition, subcontractors will also be required to be prequalified with the NCDOT prior to beginning work on the project. For more information regarding the prequalification process, visit <http://www.ncdot.org/business/howtogetstarted/>.

The City reserves the right to reject any and all bids and to waive any informality. The City will not discriminate against any bidder submitting a bid because of race, creed, color, national origin or handicap.

The project includes the following major items:

Select demolition of existing infrastructure; removal and replacement of existing sidewalk; water, sewer, and storm drainage improvements; street improvements including curb and gutter, patching, and resurfacing; signing, signals, and pavement marking improvements; landscaping and irrigation; installation of site furnishings; masonry repairs; electrical and lighting improvements; and other associated work.

Contract Documents may be examined at the following locations:

City of Rocky Mount, Purchasing Division or Public Works Department; ColeJenest&Stone, P.A., Raleigh, N C

Complete Bidding Documents may be obtained from City of Rocky Mount Public Works Department, located on the fifth floor of the Administrative Services Complex upon payment of a non-refundable fee of \$200 for each set of documents. Bids are required to be submitted on the original bound Bid Manual provided with the Contract Documents. Bidding Documents may be viewed at the City of Rocky Mount Purchasing web site located at <http://www.rockymountnc.gov/purchasing.html>.

Each request for Bidding Documents must be accompanied with the following information: Company name, phone and fax numbers, street address for Bidding office; contact person, email address; N. C. contractor's license with limitation and classification; identification if the firm will be a Bidder, Supplier or Sub-Contractor.

Bidders will be required to show evidence that they are licensed to perform the work in the Bidding Documents as required by North Carolina General Statute, Chapter 87 and the Instructions to Bidders. Bidders must conform to the provisions of the North Carolina Contractor's Licensing Act of 1925, as amended.

A goal for participation by Disadvantaged Business Enterprises has been established for this contract at 9.0 %. As such, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth as the goal.

City of Rocky Mount, North Carolina

Advertisement for Bids

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid and shall be subject to the conditions provided in the Instructions to Bidders. A one hundred percent (100%) performance and payment bond will be required. Bids for this project shall be guaranteed by all bidders for a period of 60 calendar days following the bid opening.

Delton Farmer

Purchasing Manager

City of Rocky Mount

Publication Date: November 6, 2010

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. *Engineer* – For the bidding period, the individual or entity responsible for project design.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid and Supplementary Instructions to Bidders may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents, including Project Plans, Project Manuals, and Bid Manual shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for in SI-3.01.

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 *Subsurface and Physical Conditions*
- A. The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.
 - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.
 - C. Copies of requested reports and drawings will be provided at the cost of reproduction.
- 4.02 *Underground Facilities*
- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

- A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- C. Copies of requested reports and drawings will be provided at the cost of reproduction.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;
- E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 Time date and location of pre-Bid conferences, if any, as well as attendance requirements for such meetings are set forth in the Supplementary Instructions to Bidders. The Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 – SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or “or-equal” materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or “or-equal” item. No item of material or equipment will be considered by Engineer as a substitute or “or-equal” unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after request from owner, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

- 14.01 *Lump Sum*
 - A. Where specified in the Bid Form, Bidders shall submit a Bid on a lump sum basis. Bidders shall include a separate price for each identified section and alternate described in the Bidding Documents as provided for in the Bid Form.
- 14.02 *Unit Price*
 - A. Where specified in the Bid Form, Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
 - B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 14.03 *Alternates*

- A. The price for each alternate will be the amount [added to] *[or]* [deleted from] the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied based on the Owner's priority.
- 14.04 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.
- 14.05 Where applicable, bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the data specified in SI-15.01:
- 15.02 Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title, the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name, address and license number of Bidder and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED."

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest responsible, responsive bidder. Alternate items will not be considered in determining the low bidder and will only be evaluated after the contract award of the contract is made.
- 19.07 Consideration will be given only to Proposals of Contractors who submit evidence showing that they are licensed under an Act to Regulate the Practice of Contracting in the State of North Carolina for their particular trade, or trades, and as subsequently amended.
- 19.08 Proposals which are incomplete, obscure, irregular, or non-responsive may be rejected. This includes any Proposal which omits a bid on any one or more items of any Division of the work on which the Bidder submits a bid; any Proposals accompanied by an insufficient or irregular certified check or Bid Bond; or any conditional or qualified bid.
- 19.09 The Bidder must not change nor deface the Proposal Form in any way. If Bidder wishes to offer information not called for in the Proposal Form, they must do this in a properly signed letter enclosed with the Proposal. The letter will be considered as information only and will not condition the Bidder's Proposal in any way. Information or instructions furnished by the Bidder outside the sealed envelope will not be considered by the Owner. In the event the Bidder determines he must alter his bid price or prices, he must either: (1) secure a new bid document from the Engineer prior to the date and time of the bid opening and make such changes in the new set of unmarked bid documents prior to turning in his bid, or (2) he must strike through the price or prices to be changed in his original bid documents and note the new price or prices above the stricken price or prices. Any such change shall be initialed by the person authorized to prepare and submit the proposal. Changing, defacing or otherwise conditioning the Bid Form other than by the procedure as stated above will not be permitted and will constitute sufficient reason for considering the bid as non responsive.
- 19.10 The Bidder must not unbalance any part of his Proposal. Each lump sum and/or Unit Price called for in the Proposal Form shall represent the actual materials, equipment and/or work required to complete the item. Unbalancing any part of the Proposal will not be permitted and will constitute sufficient reason for considering the bid as non responsive and, therefore, sufficient reason for rejection.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 – SALES AND USE TAXES

22.01 Each Bidder shall include as a part of his lump sum and/or unit prices bid, both local and North Carolina sales tax, as applicable. The Owner will assume that the applicable percentages of local and State sales tax have been included in the face amount of the Contract price and will seek to recover these taxes by the procedure specified in SC-6.10.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS (NO CHANGE)

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

Add the following:

- 2.04 Complete Bidding Documents may be obtained from City of Rocky Mount Public Works Department (Issuing Office), upon payment of a non-refundable fee of \$200 for each set of documents. Bids are required to be submitted on the original bound Bid Manual provided with the Contract Documents. Additional copies of the Bidding Documents may be viewed and downloaded from the City of Rocky Mount Purchasing web site located at <http://www.rockymountnc.gov/purchasing.html>.
- 2.05 Each request for Bidding Documents must be accompanied with the following information: Company name, phone and fax numbers, street address for Bidding office; contact person, email address; N. C. contractor's license with limitation and classification; identification if the firm will be a Bidder, Supplier or Sub-Contractor. Bidders must obtain contract documents from the Issuing Office and be identified as a Bidder on the plan holders list in order to submit a valid Bid.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS (NO CHANGE)

ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

Delete paragraph I-4.01.A through I-4.01.C and substitute the following:

- 4.01 No reports of explorations or tests of subsurface conditions at or contiguous to the Site are known to the Owner or Engineer.

Delete paragraph I-4.03.A through I-4.03.C and substitute the following:

- 4.03 No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

Add the following after I-4.05:

- A. Access to the site during the bidding period shall be coordinated through the Public Works Department and shall be limited to Monday through Friday between 8:00 am and 5:00 pm.

Delete I-4.07.D

Modify I-4.07.E as follows:

In the first line of I-4.07.E delete "additional or supplementary"

ARTICLE 5 – PRE-BID CONFERENCE (NO CHANGE)

ARTICLE 6 – SITE AND OTHER AREAS (NO CHANGE)

ARTICLE 7 – INTERPRETATIONS AND ADDENDA (NO CHANGE)

ARTICLE 8 – BID SECURITY (NO CHANGE)

ARTICLE 9 – CONTRACT TIMES (NO CHANGE)

ARTICLE 10 – LIQUIDATED DAMAGES (NO CHANGE)

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

Replace I-11.01 with the following:

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS (NO CHANGE)

ARTICLE 13 – PREPARATION OF BID (NO CHANGE)

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS (NO CHANGE)

ARTICLE 15 – SUBMITTAL OF BID

Add the following list of data requirements for bid submittal after I-15.01:

- A. Required Bid security
- B. List of Proposed Subcontractors
- C. Listing of DBE Subcontractors
- D. Execution of Bid, Non-Collusion Affidavit, and Debarment Certification

Add the following after I-15.02:

- A. Mailed Bids shall be addressed to:

Purchasing Manager
City of Rocky Mount
331 S. Franklin St.
Rocky Mount, NC 27804

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID (NO CHANGE)

ARTICLE 17 – OPENING OF BIDS (NO CHANGE)

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE (NO CHANGE)

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

Replace I-19.01 with the following:

19.01 The contract will be awarded to the lowest responsible, responsive bidder. Bids that are nonconforming, unbalanced, or conditional Bids shall be considered nonresponsive. The Owner will make reasonable inquiry and evaluation into the qualifications of the lowest responsive bidder and may reject the bid of any Bidder the Owner finds to be not responsible. Owner further reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the lowest responsible, responsive Bidder.

Replace I-19.06 with the following:

19.06 The contract will be awarded to the lowest responsible, responsive bidder. Alternate items will not be considered in identifying the low bidder and will only be evaluated after award of the contract is made.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE (NO CHANGE)

ARTICLE 21 – SIGNING OF AGREEMENT (NO CHANGE)

ARTICLE 22 – SALES AND USE TAXES (NO CHANGE)

BID FORM

Downtown Streetscape Project, FY 2010
Project No. DSP01
Bid No. 76019

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ARTICLE 1 – BID RECEIPT

1.01 This Bid is submitted to:

Purchasing Manager
City of Rocky Mount
331 South Franklin Street
Rocky Mount, North Carolina 27804-5712

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the provisions of SC-11.03.D. Major contract items are identified below and in SC-11.03.E. No adjustment will be made for underruns of contingency items.

- A. Major Contract Items for this project are as follows:

None

- B. Contingency Items are identified with notation (CI)

5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Project Name: Urban Streetscape Plan for Downtown Rocky Mount, NC
CRM Project Number: DSP01

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item installed:
 As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the provisions of SC-11.03.D. Major contract items are identified below and in SC-11.03.E. No adjustment will be made for underruns of contingency items.

The Engineer has taken all reasonable due diligence in preparing the estimated quantities below and has performed a quality control review, but does not warrant that all quantities are accurate. Variations will exist between estimations and actual field conditions. These items are estimated approximate quantities provided to the bidder to be used as a guide. The bidder shall satisfy himself to the accuracy of these quantities prior to submitting his bid.

Unit prices quoted and accepted shall apply throughout the life of the Contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of the changes in the scope of the Work all in accordance with the Contract Document. The Bidder is asked to provide the following unit prices to be used to adjust the Contract up or down if the scope of the Work changes.

Contingency Items are identified with notation (CI)

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Base Bid						
1.00		Mobilization	1	LS		
1.01	17300	Construction Staking	1	LS		
1.02	321313	Heavy Duty Concrete Paving	9,450	SF		
1.03	321313	Light Duty Concrete Paving	47,517	SF		
1.04	321313	2'-6" Concrete Curb and Gutter	9,990	LF		
1.05	321313	ADA Access Ramps	55	EA		
1.06	24119	Removal of Existing Asphalt Pavement	20,760	SY		
1.07	24119	Removal of Existing Concrete Pavement (Sidewalk, Driveways, Ramps)	4,926	SY		
1.08	24119	Removal of Existing Concrete, C&G/VG	2,411	LF		
1.09	24119	Removal of Existing Granite, C&G	3,487	LF		
1.10	24119	Removal of Existing Water Main	1,490	LF		
1.11	24119	Removal of Existing Sewer Services, Quantity provided for bidding purposes. Field Verify.	400	LF		
1.12	24119	Removal of Existing Water Service Lines, Quantity provided for bidding purposes. Field Verify.	400	LF		
1.13	24119	Removal of Existing Drainage Structures	1	LS		
1.14	24119	Removal of Existing Storm Drain Lines	1	LS		
1.15	24119	Additional Demolition	1	LS		

1.16	321216	Asphalt Surface Course, Type SF 9.5A (2.5" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	2,227	Ton		
1.17	321216	Asphalt Concrete Intermediate Course, Type I 19.0B (2.5" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	2,419	Ton		
1.18	321216	Crushed Aggregate Base Course (8" Thick)	7,514	Ton		
1.19	321216	Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33) Tackifier	7	Ton		
1.20	321216	Patching Existing Pavement, Quantity provided for bidding purposes. Field Verify.	100	Ton		
1.21	321400	Pedestrian Concrete Unit Paver Paving – Paver Bands	22,223	SF		
1.22		Planter Edge at Planters and Tree Pits	3,375	LF		
1.23	329300	Topsoil	2,260	CY		
1.24	329300	Mulch	653	CY		
1.25	329300	Trees: Queen Elizabeth Hedge Maple (Acer campestre 'Queen Elizabeth)	16	EA		
1.26	329300	Trees: Hightower Willow Oak (Quercus phellos 'QPSTA')	67	EA		
1.27	329300	Trees: Apalachee Crape Myrtle (Lagerstroemia indica 'Apalachee')	94	EA		
1.28	329300	Trees: Yoshino Cherry (Prunus X yedoensis)	63	EA		
1.29	329300	Trees: Redbud (Cercis Canadensis 'Oklahoma')	15	EA		
1.30	329200	Grass Sod	1,050	SY		
1.31	329200	Grass Seed Mix	1,335	SY		
1.32	329300	Plant Material: Shrubs, Perennials, Ornamental Grasses, Annuals	1	LS		
1.33	334600	Four-inch (4") PVC	1,544	LF		
1.34	334600	4 Inch Perforated PVC Pipe at Tree Pits	1,779	LF		
1.35	334100	Six-inch (6") PVC	19	LF		
1.36	334100	Ten-inch (10") PVC	2,696	LF		
1.37	334100	Fifteen-inch (15") Class III RCP	73	LF		
1.38	334100	Eighteen-inch (18") Class III RCP	0	LF		
1.39	334100	Twenty-Four-inch (24") Class III RCP	2,319	LF		
1.40	334100	Thirty-six-inch (36") Class III RCP	0	LF		
1.41	334100	Fifteen-inch (15") Class IV RCP	161	LF		
1.42	334100	Eighteen-inch (18") Class IV RCP	0	LF		
1.43	334100	Twenty-Four-inch (24") Class IV RCP	621	LF		
1.44	334100	Thirty-six-inch (36") Class IV RCP	0	LF		
1.45	334100	Twenty-Four-inch (24") CMP	260	LF		
1.46	334100	Fifty-Four-inch (54") CMP	326	LF		
1.47	334100	Box Culvert – 9'-7"x4'-1" Aluminum	52	LF		
1.48	334100	Curb Inlets	41	EA		

1.49	334100	Drop Inlets	2	EA		
1.50	334100	Trench Drains	87	LF		
1.51	334100	Cleanouts	4	EA		
1.52	334100	Area Drains	29	EA		
1.53	334100	Roof Drain Connection, Quantity provided for bidding purposes. Field Verify.	10	EA		
1.54	334100	Manholes	3	EA		
1.55	221113	Four-inch (4") PVC Pipe	1,932	LF		
1.56	221113	Six-inch (6") PVC Pipe	181	LF		
1.57	221113	Eight-inch (8") PVC Pipe	940	LF		
1.58	221113	Four-inch (4") Ductile Iron Pipe	20	LF		
1.59	221113	Eight-inch (8") Ductile Iron Pipe	40	LF		
1.60	221113	4" 45 Degree Bend	4	EA		
1.61	221113	8" 45 Degree Bend	4	EA		
1.62	221113	4" 90 Degree Bend	9	EA		
1.63	221113	6" X 6" X 6" Tee	1	EA		
1.64	221113	8" X 6" Tee	2	EA		
1.65	221113	Relocation of Existing ¾" Service and Meter – Quantity provided for bidding purposes. Field Verify.	29	EA		
1.66	221113	Relocation of Existing 1" Service Line and Meter - Quantity provided for bidding purposes. Field Verify.	3	EA		
1.67	221113	New Tap and ¾" Service Line on New Main - Quantity provided for bidding purposes. Field Verify.	30	EA		
1.68	221113	New Tap and 1" Service Line on New Main - Quantity provided for bidding purposes. Field Verify.	3	EA		
1.69	221113	New ¾" Service Line on Existing Main, Quantity provided for bidding purposes. Field Verify.	10	EA		
1.70	221113	New 1" Service Line on Existing Main, Quantity provided for bidding purposes. Field Verify.	10	EA		
1.71	221113	New ¾" Water Meter - Quantity provided for bidding purposes. Field Verify.	30	EA		
1.72	221113	New 1" Water Meter - Quantity provided for bidding purposes. Field Verify.	3	EA		
1.73	221113	Temporary Water Service and Bypass System, Quantity provided for bidding purposes. Field Verify.	1,000	LF		
1.74	221113	1 ½" RPZ Back-Flow Preventer	4	EA		
1.75	221113	6" X 8" Reducer	1	EA		
1.76	221113	6" X 4" Reducer	1	EA		
1.77	221113	4" Gate Valve	9	EA		
1.78	221113	6" Gate Valve	6	EA		
1.79	221113	8" Gate Valve	2	EA		
1.80	221113	20" Gate Valve	1	EA		
1.81	221113	8" X 4" Tapping Sleeve and Valve	2	EA		

1.82	221113	8" X 6" Tapping Sleeve and Valve	0	EA		
1.83	221113	6" X 4" Tapping Sleeve and Valve	6	EA		
1.84	221113	6" X 6" Tapping Sleeve and Valve	2	EA		
1.85	221113	Connect 8" Water main to existing tap	2	EA		
1.86	221113	Fire Hydrant (If Existing hydrant cannot be used), Quantity provided for bidding purposes. Field Verify.	5	EA		
1.87	221113	Relocate Fire Hydrant	10	EA		
1.88	221113	1 ½" Irrigation Point-of Connection	4	EA		
1.89	221113	Encased Ground Hydrant	13	EA		
1.90	221000	Geotechnical Fabric for Soil Stabilization, Quantity provided for bidding purposes. Field Verify.	800	SY		
1.91	221000	Pipe Bedding	645	TON		
1.92	221000	Select Borrow, Quantity provided for bidding purposes. Field Verify.	4,000	CY		
1.93	221000	Select Engineered Fill Class II - Type 1 or Type 2, Quantity provided for bidding purposes. Field Verify.	1,000	CY		
1.94	221000	Select Engineered Fill Class III - Type 1, Quantity provided for bidding purposes. Field Verify.	1,000	CY		
1.95	221000	Trench Rock Excavation, Quantity provided for bidding purposes. Field Verify.	100	CY		
1.96	221313	Relocation of Existing 4" Service	560	LF		
1.97	221313	Relocation of Existing 6" Service, Quantity provided for bidding purposes. Field Verify.	200	LF		
1.98	221313	Proposed Tap and Service on Existing Main (4") (includes tap and service on existing cleanout)	22	EA		
1.99	221313	Sanitary Sewer Cleanout Caps with Brass Plugs	22	EA		
2.00	221313	Proposed Cleanout on Existing Service (4")	22	EA		
2.01	221313	Proposed Cleanout on Existing Service (6"), Quantity provided for bidding purposes. Field Verify.	10	EA		
2.02	221113	Replace Existing Sanitary Sewer Cleanout Caps with Brass Plugs, Quantity provided for bidding purposes. Field Verify.	10	EA		
2.03	221000	#57 Stone	134	TON		
2.04	221000	Manhole Riser Adjustment, Quantity provided for bidding purposes. Field Verify.	15	EA		
2.05	221000	Valve Box Riser Adjustment, Quantity provided for bidding purposes. Field Verify.	10	EA		
2.06	312000	Earthmoving Direct on site	6,350	CY		
2.07	312000	Earthmoving – Engineered Fill Import, Quantity provided for bidding purposes. Field Verify.	1,000	CY		
2.08	312000	Unsatisfactory Soil Export and Replacement – Quantity included for bidding purposes – Field Verify with city of R.M.	15,000	CY		
2.09	312000	Unsuitable Soil Removal for Trench Excavation, Quantity provided for bidding purposes. Field Verify.	1,000	CY		

2.10	312000	Earthmoving – Rock Excavation and Removal, Quantity provided for bidding purposes. Field Verify.	100	CY		
2.11	Appendix A	Traffic Control	1	LS		
2.12	Appendix A	Contractor Furnished, Type E Sign	693	SF		
2.13	Appendix A	Contractor Furnished, Street Name Sign	35	EA		
2.14	Appendix A	Supports, Decorative	138	EA		
2.15	Appendix A	Supports, Street Name Signs	12	EA		
2.16	Appendix A	Supports, 3 Lb. Steel, U-Channel	104	LF		
2.17	Appendix A	Sign Erection, Type E	204	EA		
2.18	Appendix A	Sign Erection, Street Name Sign	22	EA		
2.19	Appendix A	Paint Pavement Marking Lines (4")	14,788	LF		
2.20	Appendix A	Paint Pavement Marking Lines (8")	3,830	LF		
2.21	Appendix A	Paint Pavement Marking Lines (16")	268	LF		
2.22	Appendix A	Paint Pavement Marking Lines (24")	986	LF		
2.23	Appendix A	Paint Pavement Marking Character	12	EA		
2.24	Appendix A	Paint Pavement Marking Symbol	104	EA		
2.25	Appendix A	Removal Of Pavement Marking Lines (4")	50	LF		
2.26	Appendix A	Removal Of Pavement Marking Lines (8")	320	LF		
2.27	Appendix A	Removal Of Pavement Marking Lines (16")	0	LF		
2.28	Appendix A	Removal Of Pavement Marking Lines (24")	116	LF		
2.29	Appendix A	Removal Of Pavement Marking Characters And Symbols	690	EA		
2.30	Appendix A	Modify Electrical Service	2	EA		
2.31	Appendix A	Vehicle Signal Head (12", 3 Section)	8	EA		
2.32	Appendix A	Vehicle Signal Head (12", 4 Section)	1	EA		
2.33	Appendix A	Pedestrian Signal Head (16", Countdown)	58	EA		
2.34	Appendix A	Signal Cable	9,370	LF		
2.35	Appendix A	EV Cable	85	LF		
2.36	Appendix A	Vehicle Signal Head (12", 3 Section) With Multiple Optically-Programmed Sections	2	EA		
2.37	Appendix A	Unpaved Trenching (4) (1-1/2")	100	LF		
2.38	Appendix A	Unpaved Trenching (5) (1-1/2")	120	LF		
2.39	Appendix A	Unpaved Trenching (7) (1-1/2")	240	LF		
2.40	Appendix A	Unpaved Trenching (1) (2")	30	LF		
2.41	Appendix A	Unpaved Trenching (2) (2")	20	LF		
2.42	Appendix A	Unpaved Trenching (3) (2")	120	LF		

2.43	Appendix A	Unpaved Trenching (5) (2")	20	LF		
2.44	Appendix A	Unpaved Trenching (11) (2")	100	LF		
2.45	Appendix A	Unpaved Trenching (13) (2")	90	LF		
2.46	Appendix A	Unpaved Trenching (14) (2")	90	LF		
2.47	Appendix A	Unpaved Trenching (16) (2")	180	LF		
2.48	Appendix A	Unpaved Trenching (1) (4")	360	LF		
2.49	Appendix A	Directional Drill (1) (2")	210	LF		
2.50	Appendix A	Directional Drill (2) (2")	700	LF		
2.51	Appendix A	Directional Drill (3) (2")	1,050	LF		
2.52	Appendix A	Bore And Jack (1) (16")	360	LF		
2.53	Appendix A	Junction Box (Standard Size)	37	EA		
2.54	Appendix A	Junction Box (Oversized, Heavy-Duty)	18	EA		
2.55	Appendix A	Junction Box (Special-sized, Heavy-Duty)	4	EA		
2.56	Appendix A	Manholes (5' Diameter)	8	EA		
2.57	Appendix A	Electrical Conduit Junction Box	8	EA		
2.58	Appendix A	1" Riser With Weatherhead	8	EA		
2.59	Appendix A	2" Riser With Weatherhead	2	EA		
2.60	Appendix A	Inductive Loop Sawcut	1,720	LF		
2.61	Appendix A	Lead-In Cable (14-2)	1,240	LF		
2.62	Appendix A	Metal Pole With Dual Mast Arm	1	EA		
2.63	Appendix A	Soil Test	1	EA		
2.64	Appendix A	Drilled Pier Foundation	8	CY		
2.65	Appendix A	Metal Pole With Dual Mast Arm Design	1	EA		
2.66	Appendix A	Paint New Metal Pole With Mast Arm	1	EA		
2.67	Appendix A	Paint Existing Metal Pole With Mast Arm	10	EA		
2.68	Appendix A	Metal Pole Foundation Removal	1	EA		
2.69	Appendix A	Metal Pole Removal	1	EA		
2.70	Appendix A	Signal Pedestal With Foundation	22	EA		
2.71	Appendix A	Signal Pedestal	2	EA		
2.72	Appendix A	Decorative Metal Signal Pole Bases	11	EA		
2.73	Appendix A	Sign For Signals	7	EA		
2.74	Appendix A	Relocate Existing Cabinet And Controller	1	EA		
2.75	Appendix A	Detector Unit (TS-1)	8	EA		
2.76	Appendix A	Cabinet Foundation	1	EA		

2.77	Appendix A	Conduit Entrance Into Existing Foundation	6	EA		
2.78	Appendix A	Battery Backup	2	EA		
2.79	Appendix A	Breaking and Removal Of Existing Concrete Island	1	EA		
2.80	Appendix A	Asphalt Plant Mix, Pavement Repair	1	EA		
2.81	Appendix A	4" Concrete Sidewalk Repairs At The Intersection Of Tarboro Street, Washington Street And Rose Street.	6	CY		
2.82	101500	Exterior Wayfinding Signage – Phase II NCDOT Pod - Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	2	EA		
2.83	101500	Exterior Wayfinding Signage – Phase II Large Directional - Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	4	EA		
2.84	101500	Exterior Wayfinding Signage – Phase II Trailblazer/Pedestrian - Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	6	EA		
2.85	328400	1-1/2" Irrigation Meter	4	EA		
2.86	328400	¾" Inlet Rotor	20	EA		
2.87	328400	¾" Funny Pipe Elbow	40	EA		
2.88	328400	Funny Pipe (18" Sprinkler)	30	LF		
2.89	328400	6" Spray Body with Nozzle	437	EA		
2.90	328400	12" Spray Body with Nozzle	1,282	EA		
2.91	328400	½" Funny Pipe Elbow	3,438	EA		
2.92	328400	Funny Pipe (18" per Sprinkler)	2,578	LF		
2.93	328400	Rain Bird RWS-B	408	EA		
2.94	328400	Controller (6-24 Station)	4	EA		
2.95	328400	Rain Sensor	4	EA		
2.96	328400	Flip Top Enclosure (16" Wide)	4	EA		
2.97	328400	1" Electric Control Valve	58	EA		
2.98	328400	1-1/2" Electric Control Valve	14	EA		
2.99	328400	1" Quick Coupling Valve with Sw. Joint	13	EA		
3.00	328400	10" Round Valve Box	85	EA		
3.01	328400	DBY Wire Splice (Zone Valves x 2)	144	EA		
3.02	328400	1-1/2" Class – 200 PVC	4,140	LF		
3.03	328400	Total Lateral PVC Piping	23,920	LF		
3.04	328400	2" Class – 160 PVC	20	LF		
3.05	328400	3" Class – 160 PVC	2,060	LF		
3.06	328400	4" Class – 160 PVC	40	LF		
3.07	328400	6" Class – 160 PVC	380	LF		
3.08	328400	2" Schedule 40 PVC Electrical Conduit	920	LF		
3.09	328400	14-1 Red wire	22,500	LF		

3.10	328400	14-1 White Wire	4,500	LF		
3.11	328400	14-1 Spare Wire	7,500	LF		
3.12	328400	Moisture Sensor Wire	0	LF		
3.13	328400	4" 96" Copper Plate w/ #5 Bare Copper Wire	4	EA		
3.14	328400	5/8" X 8' Ground Rod	4	EA		
3.15	328400	Cadweld One-Shot	4	EA		
3.16	328400	GEM Material – 50 lb.	4	EA		
3.17	328400	#6 Bare Copper Wire	100	LF		
3.18	328400	1-1/2" reduced Pressure Principle	4	EA		
3.19	328400	Stainless Steel Enclosure	4	EA		
3.20	129300	Site Furnishings-Benches	68	EA		
3.21	129300	Site Furnishings-Trash Receptacles	30	EA		
3.22	129300	Site Furnishings-Bike Racks	17	EA		
3.23	129300	Site Furnishings-Tree Grates	0	EA		
3.24		Repair Cap at Damaged areas of Existing Railroad Wall	1	LS		
3.25	311000	Temporary Silt Fence	4,530	LF		
3.26	311000	Block and Gravel Inlet Protection	51	EA		
3.27	311000	Rock Check Dam	3	EA		
3.28	311000	Construction Entrance	4	EA		
3.29	311000, 329200	Seeding and Mulching for Temporary Erosion Control	1	Ac		
3.30	265600	Type SA Pole Mounted LED Luminaire	174	EA		
3.31	265600	Type SA regular base	134	EA		
3.32	265600	Type SA large base	11	EA		
3.33	265600	Type SA Decorative Base cover, pole and Post Cap for Street Light Poles	174	EA		
3.34	265600	#6 wiring for Type SA Pole	34,000	LF		
3.35	260553	Weather Proof While-in-use Receptacle Enclosure with (8) NEMA 5-20R Duplex Receptacles and wiring	16	EA		
3.36	260553	#10 Wiring for WP 5-20R receptacles	18,000	LF		
3.37	260553	#8 Wiring for WP 5-20R receptacles	12,000	LF		
3.38	260553	Weather Proof While-in-use Receptacle Enclosure with (1) NEMA 6-30R and (1) NEMA 6-50R Receptacle and wiring	6.00	EA		
3.39	260553	#6 Wiring for 6-30R and 6-50 R 250 Volt Receptacles	8,000	LF		
3.40	260553	Weather Proof While-in-use Receptacle Enclosure with (1) Twist-lock 250 volt, 60 amp, 3-pole 4-wire Grounding Receptacle and wiring	1	EA		
3.41	260553	#4 Wiring for 60 AMP 250 Volt Receptacle	3,000	LF		
3.42	260543	Traffic and Communication Conduit Handhole 36" X 36" X 36"	6	EA		
3.43	260543	Branch Circuiting 1 1/2" Conduit / Branch Circuiting, Primary, Signal System, Street Light and Holiday Receptacle 2" Conduit	290	LF		

3.44	260543	Branch Circuiting 1 ½" Conduit / Branch Circuiting, Primary, Signal System, Street Light and Holiday Receptacle 2" Conduit – Bore under railroad lines	32	LF		
3.45	260553	Streetscape Power Outlet Points – Ground Mount Receptacle and wiring	98	EA		
3.46	260553	Wiring for Ground Mount Receptacle	21,000	LF		
3.47	262200/ 262713	Type 1, 2 & 3 Power Zone Center PM Transfer Pad	3	EA		
3.48	262200/ 262713	Type 1, 2 & 3 Power Zone Center Enclosure	3	EA		
3.49	262200/ 262713	Type 4 Power Zone Center PM Transfer Pad	1	EA		
3.50	262200/ 262713	Type 4 Power Zone Center Enclosure	1	EA		
3.51	262200/ 262713	Type 5 Power Zone Center PM Transfer Pad	0	EA		
3.52	262200/ 262713	Type 5 Power Zone Center Enclosure	1	EA		
3.53	262200/ 262713	Type 6 Power Zone Center PM Transfer Pad	1	EA		
3.54	262200/ 262713	Type 6 Power Zone Center Enclosure	1	EA		
3.55	262200/ 262713	Multi-Pole Contactor, 12 Pole, 20 amp and wiring	25	EA		
3.56	262200/ 262713	Multi-Pole Contactor, 6 Pole, 30 amp and wiring	5	EA		
3.57	262200/ 262713	Multi-Pole Contactor, 2 Pole, 50 amp and wiring	5	EA		
3.58	262200/ 262713	Multi-Pole Contactor, 2 Pole, 60 amp and wiring	2	EA		
3.59	262200/ 262713	Panelboard, 120/208 volt, 225 amp, 42 Pole and wiring	4	EA		
3.60	262200/ 262713	Panelboard, 120/208 volt, 100 amp, 24 Pole and wiring	5	EA		
3.61	262200/ 262713	Panelboard, 120/208 volt, 60 amp, 12 Pole and wiring	3	EA		
3.62	262200/ 262713	Panelboard, 120/208 volt, 100 amp, 42 Pole and wiring	3	EA		
3.63	262200/ 262713	#6 Interconnecting Wiring for Panelboards	6,000	LF		
3.64	262200/ 262713	# 10 Interconnecting Wiring for Panelboards	6,000	LF		
3.65	321313	Two 24' Long Concrete Steps with Cheek Walls and Handrails	0	EA		
3.66		Railroad Protective Liability Insurance	1	LS		
Total for Base Bid:						\$0.00

ADD ALTERNATE SCHEDULE

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 1 – Planter Pots						
1.00	129300	Planter Pots	37	EA		
Total for Add Alternate Number 1 – Planter Pots:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 2 – Concrete Unit Paver Paving						
1.00	321400	Pedestrian Concrete Unit Paver Paving	47517	SF		
1.01	321313	Light Duty Concrete Paving	(47517)	SF		
Total for Add Alternate Number 2 – Concrete Unit Paver Paving:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 3 – Vehicular Concrete Unit Pavers at Crosswalk						
1.00	321400	Vehicular Concrete Unit Paver Paving	8835	SF		
1.01	321313	Heavy Duty Concrete Paving	(8835)	SF		
Total for Add Alternate Number 3 – Vehicular Concrete Unit Pavers at Crosswalk:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 3B – Pedestrian Concrete Unit Pavers at Corners						
1.00	321400	Pedestrian Concrete Unit Paver Paving	9600	SF		
1.01	321313	Light Duty Concrete Paving	(9600)	SF		
Total for Add Alternate Number 3B – Pedestrian Concrete Unit Pavers at Corners:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
<u>Bid Unit Prices</u>						
<u>Add Alternate Number 4 – Existing Brick Wall</u>						
1.00	24119	Remove Existing Brick Cap	2614	LF		
1.01		Replace Existing Brick Cap with Cast Stone Cap	2614	LF		
1.02		Clean and Paint Walls at Railroad Tracks	1	LS		
1.03		Repair Cap at Damaged areas of Existing Railroad Wall	(1)	LS		
Total for Add Alternate Number 4 – Existing Brick Wall:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
<u>Bid Unit Prices</u>						
<u>Add Alternate Number 5 – Decorative Pole and Post Bases</u>						
1.00	Appendix A	Decorative Metal Sign Pole Bases	11	EA		
1.01	Appendix A	Decorative Metal Signal Pedestal with Foundation Bases	21	EA		
1.02	Appendix A	Decorative Metal Mast Arm Pole Bases for existing and proposed poles	11	EA		
1.03	101500	Decorative Bases for Wayfinding Signage	1	LS		
1.04	101500	Decorative post cap for Wayfinding Signage	1	LS		
Total for Add Alternate Number 5 – Decorative Pole and Post Bases:						\$0.00

Item No.	Section	Description	52	Unit	Unit Price	Price
<u>Bid Unit Prices</u>						
<u>Add Alternate Number 6 – Decorative Fence at Railroad</u>						
1.00	323119	Furnish and Install Decorative Fence	738	LF		
Total for Add Alternate Number 6 – Decorative Fence at Railroad:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
<u>Bid Unit Prices</u>						
<u>Add Alternate Number 7 – Thermoplastic Pavement Markings</u>						
1.00	Appendix A	Thermoplastic Pavement Marking Lines (4", 90 Mils)	1145	LF		
1.01	Appendix A	Thermoplastic Pavement Marking Lines (4", 120 Mils)	6251	LF		
1.02	Appendix A	Thermoplastic Pavement Marking Lines (8", 90 Mils)	1915	LF		
1.03	Appendix A	Thermoplastic Pavement Marking Lines (16", 120 Mils)	134	LF		

1.04	Appendix A	Thermoplastic Pavement Marking Lines (24", 120 Mils)	493	LF		
1.05	Appendix A	Thermoplastic Pavement Marking Character (120 Mils)	6	LF		
1.06	Appendix A	Thermoplastic Pavement Marking Symbol (90 Mils)	52	LF		
Total for Add Alternate Number 7 – Thermoplastic Pavement Markings:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 8 – Wayfinding Signage not included in Phase 2						
4.00	401500	Exterior Wayfinding Signage not included in Phase 2 – Downtown Gateways: Panel, Post and Footing – Quantity included for bidding purposes – City of R.M. to Verify	4	EA	-	-
1.01	101500	Exterior Wayfinding Signage not included in Phase 2 – NCDOT Pod: Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	5	EA		
4.02	401500	Exterior Wayfinding Signage not included in Phase 2 – Revised NCDOT Exits: Panel, Post and Footing – Quantity included for bidding purposes – City of R.M. to Verify	2	EA	-	-
1.03	101500	Exterior Wayfinding Signage not included in Phase 2 – Large Directional: Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	14	EA		
1.04	101500	Exterior Wayfinding Signage not included in Phase 2 – Trailblazer/Pedestrian: Panel, Post and Footing - Quantity included for bidding purposes – City of R.M. to Verify	18	EA		
4.05	401500	Exterior Wayfinding Signage not included in Phase 2 – Bike/Trail Path markers: Panel, Post and Footing – Quantity included for bidding purposes – City of R.M. to Verify	14	EA	-	-
Total for Add Alternate Number 8 – Wayfinding Signage not included in Phase 2:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 9 – Decorative Paving at Belk-Tyler at SW Main Street and Nash Street						
1.00	24119	Document existing decorative paving with photographs and measurements. Remove existing decorative paving at Belk-Tyler up to building face.	1565	SF		
1.01		Install Decorative Paving to match existing paving color, finish and layout. Install and replicate Decorative Paving per proposed grades indicated in construction documents.	1565	SF		
1.02	321400	Pedestrian Concrete Unit Paver Paving	(315)	SF		
1.03	321313	Light Duty Concrete Paving	(1250)	SF		
Total for Add Alternate Number 9 – Decorative Paving at Belk-Tyler at SW Main Street and Nash Street:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 10 – Banner Bracket at Street Light Poles						
1.00		Banner Brackets at Street Light Poles	121	EA		
Total for Add Alternate Number 10:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 11 – Planter Basket Bracket at Street Light Poles						
1.00		Planter Basket Brackets at Street Light Poles	121	EA		
Total for Add Alternate Number 11:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 12 – Flag Pole Holder at Street Light Poles						
1.00		Flag Pole Holder at Street Light Poles	53	EA		
Total for Add Alternate Number 12:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Add Alternate Number 15 – Signal Heads						
1.00	Appendix A	Black Vehicle Signal Head (12", 3 Section)	21	EA		
1.01	Appendix A	Yellow Vehicle Signal Head (12", 3 Section)	(21)	EA		

1.02	Appendix A	Black Vehicle Signal Head (12", 3 Section) With Multiple Optically-Programmed Sections	2	EA		
1.03	Appendix A	Yellow Vehicle Signal Head (12", 3 Section) With Multiple Optically-Programmed Sections	(2)	EA		
1.04	Appendix A	Black Vehicle Signal Head (8", 3 Section)	6	EA		
Total for Add Alternate Number 15 – Signal Heads:						\$0.00

DEDUCT ALTERNATE SCHEDULE						
Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Deduct Alternate Number 5 – Street Light Fixtures						
1.00	265600	Type SA Pole Mounted Metal Halide Luminaire	174	EA		
1.01	265600	Type SA Pole Mounted LED Luminaire	(174)	EA		
Total for Deduct Alternate Number 5 – Street Light Fixtures:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Deduct Alternate Number 6 – Street Light Globes						
1.00	265600	Type SA Acrylic Globe for Pole Mounted Luminaire	174	EA		
1.01	265600	Type SA Glass Globe for Pole Mounted Luminaire	(174)	EA		
Total for Deduct Alternate Number 6 – Street Light Globes:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Deduct Alternate Number 7 – Full Depth Reclamation with Cement (Assume 20% of Proposed Asphalt Area to be Reclaimed)						
1.00	321216	Full Depth Reclamation of Asphalt Pavement per Add Alternate 13	Field Verify	SY		
1.01	321216	Cement for Cement Modified FDR per Add Alternate 13	Field Verify	TN		
1.02	321216	Asphalt Concrete Intermediate Course, Type I 19.0B (2.5" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	(Field Verify)	Ton		
1.03	321216	Crushed Aggregate Base Course (8" Thick)	(Field Verify)	Ton		
1.04	321216	Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33) Tackifier	(Field Verify)	Ton		
Total for Deduct Alternate Number 7 – Full Depth Reclamation with Cement:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Deduct Alternate Number 8 – Mill Existing Asphalt and Install 2" Surface course of Asphalt						
1.00	321216	Milling of Existing Asphalt per Add Alternate 14	3,195	SY		
1.01	321216	Asphalt Surface Course, Type SF 9.5A (2" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	329	Ton		
1.02	321216	Asphalt Surface Course, Type SF 9.5A (2.5" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	(411)	Ton		
1.03	321216	Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33) Tackifier	(1.33)	Ton		
1.04	321216	Asphalt Concrete Intermediate Course, Type I 19.0B (2.5" Thick) – Includes Asphalt Binder PG 64-22 for Plant Mix (September 1, 2010 Base Price Index \$457.33)	(446)	Ton		
1.05	321216	Crushed Aggregate Base Course (8" Thick)	(1,387)	Ton		
Total for Deduct Alternate Number 8 – Mill Existing Asphalt and Install 2" Surface course of Asphalt:						\$0.00

Item No.	Section	Description	Estimated Quantity	Unit	Unit Price	Price
Bid Unit Prices						
Deduct Alternate Number 9 – Street Light Standard Pole and Post Bases						
1.00	265600	Standard Bases, poles and Post Cap for Street Light Poles	174	EA		
1.00	265600	Decorative Base, Pole, Post Cap, and Finial for Street Light Poles	(174)	EA		
Total for Deduct Alternate Number 9 – Street Light Standard Pole and Post Bases:						\$0.00

5.03 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 455 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 485 calendar days after the date when the Contract Times commence to run

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security
 - B. List of Proposed Subcontractors
 - C. Listing of DBE Subcontractors
 - D. Execution of Bid, Non-Collusion Affidavit, and Debarment Certification

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in North Carolina is ____________.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____

License Type: _____

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Brief Description Including Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

_____ (Words)

_____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Non-Collusion Affidavit and Debarment Certification

State of North Carolina
City of Rocky Mount

I _____, being first duly sworn, deposes and says that:

He/She is the _____ of _____, the Bidder that has submitted the attached bid;

He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, Employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connections with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder or to fix overhead, profit or cost element of the bid price of any other Bidder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Rocky Mount or any person interested in the proposed contract; and

The price or prices quoted in the attached bid are fair, proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By submitting this non-collusion affidavit, the Contractor is certifying his 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.

Signature and Title

State of North Carolina

County of _____

Subscribed and sworn before me, _____

This _____ day of _____, 20____

Notary Public

My commission expires _____

Certification Regarding Debarment and Suspension

Contracts for construction or services shall comply with the provisions of 43 CFR Part 12, Subpart C (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments). In order to comply with this provision, no contract may be awarded by the grantee (City of Rocky Mount), a sub-grantee or contractor of any grantee or sub-grantee to any party that has been debarred or suspended under Executive Order 12549. By signing this document, you certify to the best of your knowledge that the company, its principals, and its subcontractors which may be awarded a contract with the City of Rocky Mount:

- 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 criminal offence 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State, or local) with commission of any of the offenses in paragraph (b) of this certification; and
- d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

DISADVANTAGED BUSINESS ENTERPRISE (POC AND MUNICIPALITIES):

(10-16-07)(Rev 10-20-09)

SP1G62

Policy

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved DBE participation submitted by the prime contractor during the bidding process.

Committed DBE - Any DBE listed on the DBE commitment list approved by the Department at the time of bid submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

Department - North Carolina Department of Transportation

Municipality - The entity letting the contract, when this provision refers to the Department or DOT, it shall mean municipality, if applicable.

Disadvantaged Business Enterprise (DBE) – A firm certified as a Disadvantage Business Enterprise through the North Carolina Unified Certification Program.

Goal - The DBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular

dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Form RS-1-D - Form for subcontracts involving DBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

USDOT - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Contract Goal

The following goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises **(9)** %

- (A) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (B) *If the goal is zero*, the Contractor shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved DBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors in Contract

Only those DBE firms with current certification are acceptable for listing in the bidder's submittal of DBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the DBE participation for the contract. If the bidder has no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Purchasing Manager no later than 5:00 pm of the 2nd calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

Counting DBE Participation Toward Meeting DBE Goal of Zero or More

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Contractor.
- (B) When a DBE performs as a participant in a joint venture, the Contractor may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C)
 - (1) The Contractor may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the City of Rocky Mount will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the City of Rocky Mount for commercially useful functions. The City of Rocky Mount's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
 - (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.

- (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
 - (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (D)** A contractor may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E)** A contractor may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals More Than Zero

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder shall submit to the City of Rocky Mount Purchasing Manager documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the Purchasing Manager no later than 5:00 pm of the 2nd calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the City of Rocky Mount considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the City of Rocky Mount to inform DBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged) at least 10 calendar days prior to bid opening. Whether the bidder provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the bidder shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the City of Rocky Mount Purchasing Manager to give notification of the bidder's inability to get DBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE

participation, even when the bidder might otherwise perform these work items with its own forces.

- (E) Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy contract goals.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the City of Rocky Mount will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

If the City of Rocky Mount does not award the contract to the apparent lowest responsive bidder, the Department City of Rocky Mount reserves the right to award the contract to the next lowest responsive bidder that can satisfy that the City of Rocky Mount contract goal can be met or that adequate good faith efforts have been made to meet the goal.

DBE Replacement

The Contractor shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with

another committed DBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed DBE.

(A) Performance Related Replacement

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Contractor is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
 - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed DBE is decertified by the City of Rocky Mount after a Request for Subcontract has been received by the City of Rocky Mount, the City of Rocky Mount will not require the Prime Contractor to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.

- (2) When a committed DBE is decertified prior to the City of Rocky Mount receiving a Request for Subcontract for the named DBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Contractor's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed DBE, the Contractor shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a DBE, the Contractor shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports

All requests for subcontracts involving DBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the DBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The City of Rocky Mount reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

Commitment

DBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of DBE firms are included in this provision.

Reporting Disadvantaged Business Enterprise Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
- (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's DBE Subcontractor Payment Information Form DBE-IS, which is available at: <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the Engineer.
- (C) Contractors reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because Federal Funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Because Federal Funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any Federal or State project until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

PROGRESS SCHEDULE:

(12-18-07)

SP1 G70

Revise the *2006 Specifications* as follows:

Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:

The Contractor shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

The proposed progress schedule shall be submitted no later than 7 days prior to the date of the project preconstruction conference and shall be approved before any payments will be processed for the project.

When the Engineer has extended the completion date or if the project overrun is anticipated to exceed 5%, the Contractor may submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Contractor may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.
- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts

Bridges (including removal)
Signals, ITS, and lighting
Overhead signs

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

Start of construction
Intermediate completion dates or times
Seasonal limitation/observation periods/moratoriums
Traffic shifts
Beginning and end of each traffic control phase or work area
Road openings
Completion date

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

CERTIFICATION FOR FEDERAL-AID CONTRACTS:

(3-21-90)

SP1 G85

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

CONTRACTOR'S LICENSE REQUIREMENTS:

(7-1-95)

SP1 G88

If the successful bidder does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he will be required to sublet such work to a contractor properly licensed in accordance with *Article 2 of Chapter 87 of the General Statutes* (licensing of heating, plumbing, and air conditioning contractors) and *Article 4 of Chapter 87 of the General Statutes* (licensing of electrical contractors).

DOMESTIC STEEL AND IRON PRODUCTS (Buy America):

SP1 G97

All steel and iron products which 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 provided the combined project cost of the bid items involved does not exceed one-tenth of one percent (0.1 percent) of the total amount bid for the entire project or \$2,500.00, whichever is greater. This minimal amount of foreign produced steel and iron products permitted for use by this Special Provision is not applicable to fasteners. Domestically produced fasteners are required for this project.

All steel and iron products furnished as "domestic products" shall be melted, cast, formed, shaped, drawn, extruded, forged, fabricated, produced, or otherwise processed and manufactured in the United States. Raw materials including pig iron and processed pelletized and reduced iron ore used in manufacturing "domestic" steel products may be imported; however, all manufacturing processes to produce the products, including coatings, must occur in the United States.

Before each steel or iron product is incorporated into this project or included for partial payment on a monthly estimate, the Contractor shall furnish the Resident Engineer a notarized certification certifying that the product conforms to the above requirements of this Special Provision. The Resident Engineer will forward a copy of each certification to the Materials and Tests Unit.

Each purchase order issued by the Contractor or a subcontractor for steel and iron products to be permanently incorporated into this project shall contain in bold print a statement advising the supplier that all manufacturing processes to produce the steel or iron shall have occurred in the United States. The Contractor and all affected subcontractors shall maintain a separate file for steel products permanently incorporated into this project so that verification of the Contractor's efforts to purchase "domestic" steel and iron products can readily be verified by an authorized representative of the Department or the Federal Highway Administration.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE:

(11-22-94)

SP1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free *hotline* Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the *hotline* to report such activities.

The *hotline* is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

TWELVE MONTH GUARANTEE:

(7-15-03)

SP1 G145

- (A) The Contractor shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Contractor will not be responsible for damage due to faulty design, normal wear and tear, for negligence on the part of the Department, and/or for use in excess of the design.

- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Contractor is responsible for invoking the warranted repair work with the manufacturer. The Contractor's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Contractor would be wholly responsible for under the terms of the contract. Examples would include pavement structures, bridge components, and sign structures. This provision will not be used as a mechanism to force the Contractor to return to the project to make repairs or perform additional work that the Department would normally compensate the Contractor for. In addition, routine maintenance activities (i.e. mowing grass, debris removal, ruts in earth shoulders,) are not parts of this guarantee.

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project.

To ensure uniform application statewide the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

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

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

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

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

Contract Number C _____ County (ies) _____

LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____

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

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

** Dollar Volume of DBE Subcontractor \$ _____

Percentage of Total Contract Bid Price _____ %

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

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MBE and/or WBE participation must so indicate this on the form by entering the word or number zero.

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 Local Public Agency 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 Local Public Agency. 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

**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, 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 _____
MISC4

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, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Manager

_____ Witness's Signature

_____ Individually

_____ Print or type Signer's name

_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture
(2) _____
Name of Contractor

_____ Address as prequalified
Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name
If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor
_____ Address as prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name
If Corporation, affix Corporate Seal and

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

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this _____ day of _____ 20_____

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

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

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

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

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

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

Contract No. _____
County _____

Rev. 11-5-09

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, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

MISC4

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, 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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006.

STANDARD SPECIAL PROVISION

AWARD OF CONTRACT

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.