

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 9

PROPOSAL -- Small Business Enterprise (SBE)

DATE AND TIME OF BID OPENING: MARCH 28, 2018 AT 2:00 PM

CONTRACT ID: 2018- 3-MAN CREW

WBS ELEMENT NO.: N/A

FEDERAL AID NO.: N/A

COUNTY: Davidson, Davie, Forsyth, Rowan, Stokes

TIP NO.: N/A

MILES: N/A MILES

ROUTE NO.: VARIOUS

LOCATION: To be Determined on an As Needed Basis

★ TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW ★

NOTICE: ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY PROJECT.

BID BONDS ARE NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT NO. 2018 - 3 MAN CREW IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES
COUNTIES, NORTH CAROLINA**

MARCH 7, 2018

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 2018 - 3 MAN CREW; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. 2018 - 3 MAN CREW in Davidson, Davie, Forsyth, Rowan and Stokes Counties, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

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INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid. NO BID BONDS REQUIRED.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **** Unit bid prices must be limited to two (2) decimal places. ****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do NOT use white-out.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

11. THE ENTIRE PROPOSAL INCLUDING BID FORM AND MB/WB FORMS SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 375 SILAS CREEK PARKWAY, WINSTON-SALEM, NC 27127 BY 2:00 P.M. ON MARCH 28, 2018.

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

Name and Address of Company and:

“2018- 3-MAN CREW IN DAVIDSON, DAVIE, FORSYTH, ROWAN AND STOKES COUNTIES TO BE OPENED AT 2:00 PM ON MARCH 28, 2018.”

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

**Jeff Turner
Division 9 Proposals Engineer
N. C. Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127**

AWARD OF CONTRACT

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

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

PROJECT SPECIAL PROVISIONS**GENERAL****GENERAL:**

This contract is for the **INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW.**

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, January 2018, the North Carolina Department of Transportation Roadway Standards Drawing and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

SMALL BUSINESS ENTERPRISE PROGRAM:

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

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

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

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

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

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately.

Additional information on the program may be obtained online at:

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

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **the date of execution of the purchase order.**

The completion date for this contract is **1 year from date of purchase order.**

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **One Hundred Dollars (\$ 100.00)** per calendar day.

CONTRACT PERIOD:

(2-19-14)

SPD 01-600

This contract shall be effective for one (1) contract period (12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods with a three percent (3%) increase in prices each year.

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract. The Contractor must notify the Engineer in writing within thirty (30) days of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

The Contractor shall provide an ACORD insurance certificate showing a minimum of \$5,000,000 Liability Insurance along with proof of all other legally required insurance.

The total cost of the contract shall not exceed Five Hundred Thousand Dollars (\$500,000.00) per year.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-16-17)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2018	(7/01/17 - 6/30/18)	25% of Total Amount Bid
2019	(7/01/18 - 6/30/19)	75% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**(DIVISIONS):**

(10-16-07)(Rev. 1-16-18)

102-15(J)

SP1 G67

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

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

MBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

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 and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

WBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

MBE and WBE Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises **0.0 %**

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises 0.0 %

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://www.ebs.nc.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express[®].

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving either the MBE or WBE goal.
- (B) Paper Bids
- (1) *If either the MBE or WBE goal is more than zero,*
- (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
- (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE 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 rejected.
- (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (2) *If either the MBE or WBE goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

If the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the MBE or WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the MBE goal as long as there are adequate funds available from the bidder's MBE bank account.

When the apparent lowest responsive bidder fails to submit sufficient participation by WBE firms to meet the contract goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the WBE goal as long as there are adequate funds available from the bidder's WBE bank account.

Submission of Good Faith Effort

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and **3** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: 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 MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.

- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved.
- (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at DBE@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goals

(A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or WBE 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, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE 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) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or 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 determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE 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 MBE/WBE 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 MBE/WBE is performing a commercially useful function, the Department 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 MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE 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 the MBE or WBE goal.

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE 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.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm five (5) calendar days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, 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 a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:

- (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
 - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why MBE/WBE quotes were not accepted.
 - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE 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 goal requirement.
 - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, 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 MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE 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 MBEs/WBEs 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 the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs 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 MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and 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:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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.

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 being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

DEFAULT OF CONTRACT:

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

WARRANTY – MATERIALS AND WORKMANSHIP:

All materials and workmanship to be warranted for a period of one year from the date of installation.

AUTHORITY OF THE ENGINEER:

(01-30-14)

105-1

SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 9, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

BANKRUPTCY:

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

SUPERVISION BY CONTRACTOR:

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

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK:

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

1. Conditions considered unfavorable for the suitable prosecution of the work, or

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

NON-EXCLUSIVE CONTRACT:

The contractor agrees and understands by signature of this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for repair to concrete/asphalt roadways, cracksealing, asphalt milling and foam injections at various locations.

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *2018 Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays, unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

PAYMENT AND RETAINAGE:

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. The invoices will show the requisition number and purchase order number and should state "Terms Net Ten (10) Days".

CONTRACT BID QUANTITIES:

Contractor shall note that the contract quantities are used for figuring the lowest responsible bidder only. No minimum amount of work is guaranteed under this contract.

MATERIALS AND TESTING

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

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material that is not properly certified will not be accepted.

MAINTENANCE OF THE PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications for Roads and Structures, dated Jan. 2018.

UTILITIES

The Contractor's attention is directed to the fact that underground and overhead utilities exist. In many cases these will not be adjusted or relocated. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public. The Contractor should consider the need to work around utilities when submitting a bid.

The Contractor will be required to operate in a manner to protect these utilities from damage and if any damages occur, then it is the Contractor's responsibility for the cost. Therefore the Contractor shall be responsible for determining utility locations prior to installation as needed.

No additional payment will be allowed for working around or protecting utilities.

MISCELLANEOUS

All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

All work performed by the Contractor shall be in compliance with the Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer.

PROJECT SPECIAL PROVISIONS
PURCHASE ORDER CONTRACT

MOBILIZATION

New installation and repair of curb, curb & gutter, expressway gutter, concrete islands, steps, wheelchair ramps, sidewalks, driveways, masonry drainage structures, concrete paved ditches and three (3) man skilled hourly crew at various locations in the county will be designated by the Engineer. The amount of concrete work will be a minimum of \$350.00 before the Contractor will be notified of coming into the county.

The Contractor will be notified of all concrete work and repairs by the Engineer and shall begin work within **10 calendar days** after notification or as determined by the Engineer. Failure to respond within the designated time frame or as approved by the Engineer may result in cancellation of this contract.

If the amount of the concrete work falls below the **minimum of \$350.00** for the amount of repairs or installation then the Contractor will be paid a mobilization cost, per “each, EA”.

EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for emergency call back mobilization for concrete installation and/or damaged masonry drainage structures or miscellaneous masonry work needing immediate repairs or installation throughout the county. The Contractor shall include a cost for mobilizing into the county on an emergency basis. Under this item the contractor shall respond, after first initially begin contacted, to the required section and/or damaged concrete sections designated by the Engineer within 2 calendar days. Failure to respond within the time frame may result in nonpayment of this item as emergency installation or repair. Emergency installation or concrete repair will have the same minimum limits as stated previously in this proposal and the Contractor shall consider this when submitting the bid for “Emergency Call Back Mobilization”, bid unit price per “each, EA”.

RAILROAD INSURANCE

The Contractor shall take note that some work for this contract may take place in railroad right-of-way. The railroad company may require insurance to work inside that ROW. The Contractor will be compensated through a supplemental agreement should this take place. If the contractor cannot obtain the insurance within 20 days the contract may be terminated.

MASONRY DRAINAGE STRUCTURES

The work covered by this section consists of the construction of cast in place concrete, brick masonry, block (solid) masonry, or precast concrete drop inlets, catch basins, junction boxes, concrete aprons and other minor drainage structures excluding endwalls, together with all the necessary metal grates, covers, frames, steps and other miscellaneous hardware in accordance

with NCDOT standard drawings and the provisions of the specifications of Section 840 of the Standard Specifications.

The Contractor may, at his option, use cast-in place concrete, brick masonry, or block (solid) masonry construction provided that the type of construction he wishes to use is permitted by the Engineer.

The quantity of masonry drainage structures to be paid for “per each, EA” will be the actual number of drainage structures, which have been completed and accepted. In addition, that portion of a drainage structure exceeding a height of 5.0 feet will be measured and paid for on a linear foot basis. The quantity of masonry structures above a height of 5.0 feet to be paid for will be the number of linear feet, LF which the height of the drainage structure exceed 5.0 feet. The height will be measured vertically to the nearest tenth of a foot from the top of the bottom slab to the top of the wall. Payment shall include all materials and labor to excavate, construct and backfill said drainage structures.

MASONRY PIPE PLUGS AND PIPE COLLARS

Pipe collars and pipe plugs shall be constructed in accordance with the details shown on the standard drawings or as directed by the Engineer. Portland cement concrete for pipe collars may be any class of Portland cement concrete covered by Section 1000 of the Standard Specifications. The Contractor may construct pipe plugs with either brick masonry or any class of Portland cement concrete covered by Section 1000 of the Standard Specifications.

Payment for Masonry Pipe Collars and Pipe Plugs will be paid for per “cubic yard, CY” in place and accepted.

CONCRETE 4” APRON

The Contractor shall construct the concrete aprons for catch basins and drop inlets as directed by the Engineer and in accordance with the Standard Specifications. The price and payment will include the cost associated with excavation, compaction, disposal, placement and backfilling with approved suitable material to match the existing topography to the satisfaction of the Engineer.

Payment for Concrete 4” Apron will be paid for separately from masonry drainage structures and be paid for per “square yard, SY” in place and accepted.

CONCRETE STEPS

The Contractor shall construct the masonry concrete steps in accordance with NCDOT standard drawings and as directed by the Engineer. Minor excavation +/-0.50 for preparation of existing ground elevation will be required by the Contractor including backfilling with approved materials to match the existing topography of the surrounding area in establishing the proper alignment and elevation needed to construct the number of steps.

Payment will be made based on the number of concrete steps in place and completed per “cubic yard, CY” for each step per 7” riser / 12” tread or as approved by the Engineer.

CONCRETE MEDIAN CURB, CURB & GUTTER, EXPRESSWAY GUTTER

All concrete median curb, curb & gutter or expressway gutter shall be constructed in accordance with Section 846 of the Standard Specifications and Roadway Standard Drawings. Concrete shall be Class B (unless otherwise specified by the Engineer for High Early under a separate bid pay item), and the concrete shall be given a light broom finish with the Brush marks parallel to the curb line and be surface sealed uniformly with an approved concrete sealant. Concrete shall be of a North Carolina Department of Transportation approved mix design dispatched from a currently certified production facility. No concrete shall be placed until the forms and base have been inspected and approved by the Department of Transportation. **This contract requires that the median curb, curb & gutter, and expressway gutter shall be placed by machine when the length of curb is greater than 100’ in lieu of hand forming and as directed by the Engineer. Hand forming will be allowed for median curb, curb & gutter and expressway gutter in short sections (less than 100’) and special areas as approved by the Engineer.**

Section 846 of the *Standard Specifications* requires that joints (spaced not less than 5 feet apart) in the median curb, curb & gutter, expressway gutter be sealed with hot-poured rubber asphalt conforming to Section 1028 of the *Standard Specifications*. The Contractor will be required to comply with the specification and should include the cost with the unit price bid for 8” x 6” median concrete curb per “linear foot, LF”, 2’6” concrete curb & gutter and 4’ expressway gutter per “linear feet, LF”.

CURB RAMPS

Curb ramps shall be installed in accordance with the American Disabilities Act (ADA) and the current *NCDOT Roadway Standard* (848). Also, find in the attachments curb ramp special details that may be implemented when necessary. No separate bid item will be paid for this item.

Bid price for curb ramp (curb & gutter /ramp) will include drop curb & gutter plus curb ramps and all necessary incidentals for furnishing and installing the curb ramp as approved by the Engineer.

A separate bid item will cover curb ramp (curb & gutter with curb cut and No Ramp) per “each, EA”.

A separate bid item will cover curb ramp (curb & gutter cut With Ramp) only, per “each, EA”. This bid item shall include NCDOT approved, **ADA Detectable Warning Domes**.

Payment will be made under curb ramps as stated per “each, EA” completed and accepted.

CONCRETE SIDEWALKS, DRIVEWAYS (PRIVATE), 6" DRIVEWAYS

The work covered by this section consists of the construction of Portland cement concrete sidewalks and driveways in accordance with the requirements shown on the provisions of Section 848 of the *Standard Specifications*.

Payment will be made under separate bid items for 4" concrete sidewalk per "square yard, SY"; concrete driveways (private) per "cubic yard, CY" and 6" concrete driveway per "square yard, SY" completed and accepted.

4" CONCRETE PAVED DITCH

The work covered by this section consists of the construction of Portland cement concrete paved ditches in accordance with the requirements of Section 850 in the *Standard Specifications* and *Roadway Standard Drawings*.

Payment will be made for 4" concrete paved ditch per "square yard, SY" completed and accepted.

MONOLITHIC CONCRETE ISLAND

The Contractor shall construct a 5" or 6" monolithic concrete island in accordance with Section 852 of the *Standard Specifications*, *Roadway Standard Drawings*. Class B concrete of a currently approved North Carolina Department of Transportation mix design shall be used. Concrete shall be given a sidewalk finish with brooming done transverse to the direction of traffic.

The island shall be anchored to the existing pavement surface with 40d spikes driven into the surface and staggered on 2-foot centers. The Contractor shall place ½" expansion joints at 30 foot intervals joints 1 inch deep at 10 foot intervals between the expansion joints. The top ½" of expansion joints and the full depth of grooved joints shall be filled and sealed with a North Carolina Department of Transportation approved joint sealer and surface sealer uniformly with an approved concrete sealant.

The Contractor shall form openings in the island as directed by the Engineer to accommodate sign posts. All concrete shall be formed and placed in accordance with Section 420 of the Standard Specification. No concrete shall be placed until the forms and concrete have been approved by the Engineer or his representative. The temperature of the concrete shall not be less than 50 degrees Fahrenheit at the time of placement. The air temperature measured at the job site, in the shade, away from artificial heat shall be a minimum of 35 degrees Fahrenheit before placement will be permitted. The Contractor shall cure the concrete in accordance with Section 420-15 of the Standard Specifications.

Payment will be made for monolithic concrete island per "square yard, SY" completed and accepted.

METHOD FOR PLACEMENT OF DROP INLETS IN A 5" OR 6" CONCRETE ISLAND

The Contractor shall construct 5" or 6" masonry concrete aprons for drop inlets in accordance with the Standard drawings. All work to complete the concrete aprons will be considered incidental and shall be included in the bid unit cost for that item.

Payment will be made for concrete aprons for drop inlets per "square yard, SY" completed and accepted.

HIGH EARLY CONCRETE

The Contractor shall consider a separate unit bid price for substituting high early concrete mix when requested by the Engineer. Price and payment for the high early mix will be paid under the bid unit price for high early concrete for driveways, islands, sidewalks, etc. per "square yard, SY" and high early concrete for sub, curb & gutter, 4' expressway gutter per "linear feet, LF".

The Contractor should bid only the cost difference between using high early concrete as opposed to Class B; not the price for the high early concrete itself. EXAMPLE: If the cost of 2' x 6" Curb & Gutter is \$1.50 more per linear foot (LF) for high early concrete than standard class B concrete; then your bid should be \$1.50. This price should include all incidentals and labor associated with the work.

Example: Standard 30" C & G = \$16.00 installed, High Early C & G costs \$18.00 installed, you bid should be \$16.00 for 30" C & G (lf) and \$2.00 for High Early C & G (lf).

REMOVAL AND DISPOSAL OF EXISTING CONCRETE "ONLY"

The Contractor shall remove existing curb, curb & gutter, monolithic islands and masonry drainage structures and dispose of in accordance with Section 802 of the Standard Specifications. The Contractor under this proposal will be paid under separate bid unit items contained in this contractor for Removal and Disposal of curb, curb & gutter per "linear foot, LF"; Removal and Disposal of 6" driveways, 4" sidewalks, 5" or 6" monolithic island per "square yard, SY" and Removal and Disposal of masonry drainage structures per "linear foot, LF".

All work performed under this section will be completed and accepted to the satisfaction of the Engineer.

THREE MAN SKILLED CREW

The per hour price will include the cost of a three (3) man crew, who possess the necessary skills to complete the task assigned in a timely and professional manner and in accordance with North Carolina Department of Transportation Standards and Specifications. The per hour unit price will include the cost of providing suitable transportation for the crew to, from and between job sites and will also include the cost of furnishing the small hand tools and incidentals needed to complete the work in a satisfactory manner.

The Department of Transportation will provide and deliver the joint materials, forming materials and transit mixed concrete necessary for each job site and will do the necessary rough grading, placing of any base materials and fine grading which requires more than small hand tools to complete for this item.

EXCAVATION, TRENCHING AND SHORING

The work covered by this special provision will consist of all excavation, trenching and shoring for this project. The Contractor shall be required to perform any safety measures as set forth in the current OSHA Regulations (Standard 29 CFR) Specific Excavation Requirements for Excavation, Trenching and Shoring.

Web link: <http://www.osha.gov/comp-links.html>

SEEDING AND MULCHING

State Forces will do seeding and mulching.

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 Subarticle 108-13(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION

ERRATA

(2-12-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “724-4”.

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “725-3”.

Division 10

Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS, replace article number “1080-50” with “1080-10”.

Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, replace article number “1080-61” with “1080-11”.

Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, replace article number “1080-72” with “1080-12”.

Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES, replace article number “1080-83” with “1080-13”.

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)**

(3-18-03) (Rev. 12-20-16)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 4-21-15)

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

_____ Full name of Corporation

_____ Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

_____ Print or type Signer's name

_____ Print or type Signer's name

Date of Execution _____

CORPORATE SEAL

NON-COLLUSION , DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

_____ 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

Date of Execution _____

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

Date of Execution _____

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

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

(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

Date of Execution _____

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individually

Print or type Signer's name

Print or type Signer's name

Date of Execution _____

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting 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.

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 PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or type name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

Date of Execution _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Forsyth COUNTY

Who Ever Company

NAME OF BIDDER

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet 1 of 5

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	**DOLLAR VOLUME OF ITEM
Xyz Truck Hauling Company 0000 Somewhere Street Winston-Salem, NC 27103 Mr/Ms XYZ (336) 222-3333	WB	3	Xyz Trucks Hauling Material Tandem Triaxle	\$65/hr \$68/hr \$75/hr	\$7,000.00
Xyz Company 0000 Pending Street Salisbury, NC 11111 Mr/Ms XYZ (704)444-6666	WB	5	XYZ Performing Same Type Of LF Work	\$50/LF	\$1,000.00
ABC Company 0000 Somewhere Street Lexington, NC 27292 Mr/Ms XYZ (336)555-6666	MB	7	ABC Structure Adjustment Concrete Asphalt	\$500/ea	\$12,000.00
CDF Company 0000 Somewhere Street Mocksville, NC 27103 Mr/Ms XYZ (336)333-4444	MB	15	CDF Whatever Material	\$85/TN	\$4,000.00
				EXAMPLE TOTAL CONTRACT PRICE	\$400,000.00
				Total Dollar Committed for MBE Subcontractor	\$16,000.00
				MBE Percentage of Total Contract Bid Price	4%
				Total Dollar Committed for WBE Subcontractor	\$8,000.00
				WBE Percentage of Total Contract Bid Price	2%

This form **shall be** included with bid submittal. Failure to complete will result in nonresponsive bid and **shall** be rejected.

COUNTY

NAME OF BIDDER

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	**DOLLAR VOLUME OF ITEM
				Total Dollar Committed for MBE Subcontractor	\$
				MBE Percentage of Total contract Bid Price	%
				Total Dollar Committed for WBE Subcontractor	\$
				WBE Percentage of Total Contract Bid Price	%

This form **shall be** included with bid submittal. Failure to complete will result in nonresponsive bid and **shall** be rejected.

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice

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

Signed _____

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Amount Paid to Subcontractor Firms					\$ _____	

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

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

Signature _____ Title _____
Print Name _____ Date _____

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice

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

EXAMPLE

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

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

Example 2						
N/A					0.00	

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

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

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

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

Field

Instructions

Subgrantee Letterhead / Name & Address Goes Here

Enter the name and address of the company, firm, governmental entity or subgrantee requesting payment from the North Carolina Department of Transportation

Submit with Invoice To:

Update this section with the name and address of the NCDOT representative that is responsible for processing payment requests for your contracts.

Firm Invoice No. Reference

Enter the invoice number that was submitted to NCDOT that corresponds with the payment information contained on this form.

NCDOT PO / Contract Number
WBS No. (State Project No.)

Enter the NCDOT Purchase Order or Contract number that corresponds with the information contained on this form.
Enter the NCDOT WBS element number assigned to this project.

Date of Invoice

Enter the date of the invoice that was submitted for payment.

Signed

Enter the name of the person responsible for the validity of the information contained on this form.

Invoice Line Item Reference

Enter the invoice line item or pay item that the DBE payment information is related to.

Payer Name
Payer Federal Tax Id

Enter the name of the company, firm, governmental entity or subgrantee that is responsible for paying the DBE subcontractor.
Enter the Federal Tax Identification number of the Payer (See Payer Name)

Subcontractor / Subconsultant/ Material Supplier Name

Enter the name of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.

Subcontractor / Subconsultant/ Material Supplier Federal Tax Id
Amount Paid To Subcontractor / Subconsultant / Material Supplier

Enter the Federal Tax Identification number of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.
Enter the amount paid to the DBE Subcontractor, Subconsultant or Material Supplier for the invoice referenced.

This Invoice
Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice

Enter the date that the Subcontractor / Subconsultant / Material Supplier was paid for the items referenced on the invoice.

Total Amount Paid to DBE Firms

Enter the total payments made to all DBE Subcontractor / Subconsultant / Material Supplier for the invoice referenced.

SUBSTITUTE FORM W-9

**VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

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

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

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

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

OR

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

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

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

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

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

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

IRS Certification

Under penalties of perjury, I certify that:

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

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

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

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

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

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



LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

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

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:

Minority Business Enterprise (MBE) _____

Women Business Enterprise (WBE) _____

Disadvantaged Business Enterprise (DBE) _____

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

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

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

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

Affirmation

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

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

Subcontract Approval Form (SAF)

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

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

Enter the name of your subcontractor and hit "Submit". If the firm is prequalified to perform work for NCDOT, the firm's information will be shown on the screen. Click on the firm's name to access the Reporting Number.

3. If retainage is being withheld for the Subcontractor or 2nd Tier Subcontractor place an "X" in the box under the column titled "Retainage."
4. When the proposed Subcontractor or 2nd Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, select the appropriate certification from the drop down list. When the proposed Subcontractor is not a certified DBE, MBE, or WBE subcontractor, select "NONE" from the drop down list.
5. **Partial Item of Work and Portion of Work**

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

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

The Contractor may designate a subcontracted item of work as both a portion and a partial. (Example: Contractor is subcontracting hauling of unclassified excavation to multiple trucking contractors.) If the item of work is designated as both a portion and a partial the unit price shall be less than the contract unit price and the quantity shall be less than the contract quantity.

6. Sub or 2nd Tier - Designate if the work for the associated line item will be performed by a Subcontractor or a 2nd Tier Subcontractor. This must be completed to correctly calculate the Subcontract Amount.
7. Units of Measure (UOM) shown on the Subcontract Approval Form (SAF) shall be the same as those shown in the Department's contract. Any conversions that are necessary to satisfy this requirement shall be the responsibility of the Contractor. The Converted Price (CP) shall be denoted with an asterisk (*).
(Examples of converting units of measure can be found in the HiCAMS User Guide, Chapter 2, Section 8A. Use the following link to view the examples.)

<https://connect.ncdot.gov/projects/construction/Pages/HiCAMS-Manual.aspx>

8. DBE/MBE/WBE Unit Price - This unit price should only be completed for DBE/MBE/WBE Subcontractors. Enter a DBE/MBE/WBE Unit Price for the items of work performed by any certified DBE/MBE/WBE. Use the chart below to determine if a DBE/MBE/WBE Unit Price shall be entered for the line item, based on the certification of the firm.

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

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

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

Sublet Percentages

FOR USE BY NCDOT PERSONNEL (for non HiCAMS contracts)

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

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



SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____

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

Subcontract Request Number: _____

County: _____

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

Subcontractor Name and Address _____

2nd Tier-1 Subcontractor Name and Address _____

Retainage Certification Reporting No.

Retainage Certification Reporting No.

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

Indicates a Portion of Work (●)

Indicates a Partial Item (◆)

DBE/MBE/WBE Amount

Subcontract Amt.

SUBCONTRACT CERTIFICATION (applies only to Federal projects)

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

Contractor: _____ Signature: _____ Title: _____ Date _____

Subcontractor: _____ Signature: _____ Title: _____ Date _____

APPROVED: _____ Resident Engineer _____ Date _____

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

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



SUBCONTRACT APPROVAL FORM

Contract No.: _____ F.A. No.: _____

Subcontract Request Number: _____

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

County: _____

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

Retainage

Certification

Reporting No.

Retainage

Certification

Reporting No.

2nd Tier-2 Subcontractor Name and Address

2nd Tier-3 Subcontractor Name and Address

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

Indicates a Portion of Work (●)

Indicates a Partial Item (◆)

SUBCONTRACT CERTIFICATION (applies only to Federal projects)

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

Contractor: _____ Date _____

Signature: _____ Title: _____ Date _____

Subcontractor: _____ Date _____

Signature: _____ Title: _____ Date _____

2nd Tier Subcontractor: _____ Date _____

Signature: _____ Title: _____ Date _____

APPROVED:

Resident Engineer

Date

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

AWARD LIMITS ON MULTIPLE PROJECTS (Paper Bids):

(4-9-13)

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$_____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more that the above stipulated award limits, the Department will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department.

**Signature of Authorized Person

**Only those persons authorized to sign bids in accordance with Subarticle 102-8(A)(8) of the 2012 *Standard Specifications* shall be authorized to sign this form.

ADDENDA

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

Execution of Contract

Contract No: 2018 – 3-MAN CREW

County: Davidson, Davie, Forsyth, Rowan & Stokes

ACCEPTED BY THE _____

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIDSON COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	800	MOBILIZATION	1	EA		
2	800	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	1	EA		
3	840	MASONRY DRAINAGE STRUCTURES UP TO 36" PIPE STD #840.01(CB) #840.15 (DI) #840.32 (JB)	5	EA		
4	840	MASONRY DRAINAGE STRUCTURES STD #840.01(DB) #840.15 (DI) #840.32 (JB)	5	LF		
5	840	FRAME WITH GRATE & HOOD STD #840.03	3	EA		
6	840	DROP INLET GRATE & FRAME STD #840.16	3	EA		
7	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	3	EA		
8	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	5	LF		
9	840	MASONRY "NARROW" DROP INLET STD #840	3	EA		
10	840	MASONRY "NARROW" DROP INLET STD #840	5	LF		
11	840	DROP INLET "NARROW" GRATE & FRAME STD #840	3	EA		
12	840	MEDIAN DROP INLET TYPE "B" STD #840.27	3	EA		
13	840	MEDIAN DROP INLET TYPE "B" STD #840.27	5	LF		
14	840	MEDIAN DROP INLET GRATE & FRAME STD #840.22 #840.24	3	EA		
15	840	4" CONCRETE APRON (SEE SPECIAL PROVISIONS)	5	SY		
16	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	EA		
17	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	LF		
18	840	TRAFFIC BEARING FRAMES & FLAT GRATES STD #840.36	1	EA		
19	840	MASONRY PIPE COLLARS STD #840.72 PIPE PLUGS STD #840.71	2	CY		
20	825	CONCRETE STEPS	5	CY		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIDSON COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
21	846	2' 6" CONCRETE CURB & GUTTER (500 LF & UNDER) STD #846.01	499	LF		
22	846	2' 6" CONCRETE CURB & GUTTER (OVER 500 LF) STD #846.01	1000	LF		
23	846	4' EXPRESSWAY GUTTER (500 LF AND UNDER) STD #846.01	200	LF		
24	846	4' EXPRESSWAY GUTTER (OVER 500 LF) STD #846.01	501	LF		
25	846	8" X 6" MEDIAN CONCRETE CURB STD #846.01	100	LF		
26	846	CURB RAMP (CURB DROP & GUTTER ONLY W/NO RAMP) STD #848	50	EA		
27	846	CURB RAMP (CURB DROP & GUTTER W/RAMP) STD #848	20	EA		
28	SP	CURB RAMP ONLY W/OUT CURB DROP & GUTTER	10	EA		
29	848	4" CONCRETE SIDEWALK STD #848.01	150	SY		
30	848	CONCRETE (PRIVATE) DRIVEWAY STD #848.02 (SEE SPECIAL PROVISIONS)	50	CY		
31	848	6" CONCRETE DRIVEWAY STD #848	100	SY		
32	850	4" CONCRETE PAVED DITCHES STD #850.01	50	SY		
33	852	5" MONOLITHIC CONCRETE ISLAND STD #852	100	SY		
34	852	6" MONOLITHIC CONCRETE ISLAND STD #852	100	SY		
35	852	5" CONCRETE APRON FOR DROP INLETS STD #852	10	SY		
36	SP	HIGH EARLY CONCRETE FOR DRIVEWAYS, ISLANDS, ETC. (SEE SPECIAL PROVISIONS)	100	SY		
37	SP	HIGH EARLY CONCRETE FOR CURB, CURB & GUTTER, ETC. (SEE SPECIAL PROVISIONS)	100	LF		
38	SP	HIGH EARLY CONCRETE FOR PRIVATE DRIVEWAYS (SEE SPECIAL PROVISIONS)	25	CY		
39	SP	REMOVAL/DISPOSAL ONLY "EXISTING" SIDEWALKS, DRIVEWAYS & ISLANDS	150	SY		
40	SP	REMOVAL/DISPOSAL ONLY "EXISTING" CURB, CURB & GUTTER	150	LF		
41	SP	REMOVAL/DISPOSAL ONLY "EXISTING" MASONRY DRAINAGE STRUCTURES	10	LF		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIDSON COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
42	SP	THREE (3) MAN SKILLED CREW W/INCIDENTALS	750	HR		
TOTAL BID FOR PROJECT:						

CONTRACTOR

ADDRESS

Federal Identification Number

Contractor's License Number

Authorized Agent

Title

Signature

Date

Witness

Title

Signature

Date

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2018.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIE COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	800	MOBILIZATION	1	EA		
2	800	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	1	EA		
3	840	MASONRY DRAINAGE STRUCTURES UP TO 36" PIPE STD #840.01(CB) #840.15 (DI) #840.32 (JB)	50	EA		
4	840	MASONRY DRAINAGE STRUCTURES STD #840.01(DB) #840.15 (DI) #840.32 (JB)	10	LF		
5	840	FRAME WITH GRATE & HOOD STD #840.03	3	EA		
6	840	DROP INLET GRATE & FRAME STD #840.16	5	EA		
7	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	2	EA		
8	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	4	LF		
9	840	MASONRY "NARROW" DROP INLET STD #840	3	EA		
10	840	MASONRY "NARROW" DROP INLET STD #840	5	LF		
11	840	DROP INLET "NARROW" GRATE & FRAME STD #840	3	EA		
12	840	MEDIAN DROP INLET TYPE "B" STD #840.27	3	EA		
13	840	MEDIAN DROP INLET TYPE "B" STD #840.27	5	LF		
14	840	MEDIAN DROP INLET GRATE & FRAME STD #840.22 #840.24	3	EA		
15	840	4" CONCRETE APRON (SEE SPECIAL PROVISIONS)	5	SY		
16	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	EA		
17	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	LF		
18	840	TRAFFIC BEARING FRAMES & FLAT GRATES STD #840.36	1	EA		
19	840	MASONRY PIPE COLLARS STD #840.72 PIPE PLUGS STD #840.71	2	CY		
20	825	CONCRETE STEPS	5	CY		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIE COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
21	846	2' 6" CONCRETE CURB & GUTTER (500 LF & UNDER) STD #846.01	500	LF		
22	846	2' 6" CONCRETE CURB & GUTTER (OVER 500 LF) STD #846.01	2000	LF		
23	846	4' EXPRESSWAY GUTTER (500 LF AND UNDER) STD #846.01	100	LF		
24	846	4' EXPRESSWAY GUTTER (OVER 500 LF) STD #846.01	501	LF		
25	846	8" X 6" MEDIAN CONCRETE CURB STD #846.01	50	LF		
26	846	CURB RAMP (CURB DROP & GUTTER ONLY W/NO RAMP) STD #848	75	EA		
27	846	CURB RAMP (CURB DROP & GUTTER W/RAMP) STD #848	25	EA		
28	SP	CURB RAMP ONLY W/OUT CURB DROP & GUTTER	5	EA		
29	848	4" CONCRETE SIDEWALK STD #848.01	200	SY		
30	848	CONCRETE (PRIVATE) DRIVEWAY STD #848.02 (SEE SPECIAL PROVISIONS)	50	CY		
31	848	6" CONCRETE DRIVEWAY STD #848	250	SY		
32	850	4" CONCRETE PAVED DITCHES STD #850.01	100	SY		
33	852	5" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
34	852	6" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
35	852	5" CONCRETE APRON FOR DROP INLETS STD #852	25	SY		
36	SP	HIGH EARLY CONCRETE FOR DRIVEWAYS, ISLANDS, ETC. (SEE SPECIAL PROVISIONS)	200	SY		
37	SP	HIGH EARLY CONCRETE FOR CURB, CURB & GUTTER, ETC. (SEE SPECIAL PROVISIONS)	200	LF		
38	SP	HIGH EARLY CONCRETE FOR PRIVATE DRIVEWAYS (SEE SPECIAL PROVISIONS)	10	CY		
39	SP	REMOVAL/DISPOSAL ONLY "EXISTING" SIDEWALKS, DRIVEWAYS & ISLANDS	75	SY		
40	SP	REMOVAL/DISPOSAL ONLY "EXISTING" CURB, CURB & GUTTER	50	LF		
41	SP	REMOVAL/DISPOSAL ONLY "EXISTING" MASONRY DRAINAGE STRUCTURES		LF		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

DAVIE COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
42	SP	THREE (3) MAN SKILLED CREW W/INCIDENTALS	500	HR		
TOTAL BID FOR PROJECT:						

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____

Contractor's License Number _____

Authorized Agent _____

Title _____

Signature _____

Date _____

Witness _____

Title _____

Signature _____

Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2018.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

FORSYTH COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	800	MOBILIZATION	1	EA		
2	800	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	1	EA		
3	840	MASONRY DRAINAGE STRUCTURES UP TO 36" PIPE STD #840.01(CB) #840.15 (DI) #840.32 (JB)	50	EA		
4	840	MASONRY DRAINAGE STRUCTURES STD #840.01(DB) #840.15 (DI) #840.32 (JB)	10	LF		
5	840	FRAME WITH GRATE & HOOD STD #840.03	3	EA		
6	840	DROP INLET GRATE & FRAME STD #840.16	5	EA		
7	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	2	EA		
8	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	4	LF		
9	840	MASONRY "NARROW" DROP INLET STD #840	3	EA		
10	840	MASONRY "NARROW" DROP INLET STD #840	5	LF		
11	840	DROP INLET "NARROW" GRATE & FRAME STD #840	3	EA		
12	840	MEDIAN DROP INLET TYPE "B" STD #840.27	3	EA		
13	840	MEDIAN DROP INLET TYPE "B" STD #840.27	5	LF		
14	840	MEDIAN DROP INLET GRATE & FRAME STD #840.22 #840.24	3	EA		
15	840	4" CONCRETE APRON (SEE SPECIAL PROVISIONS)	5	SY		
16	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	EA		
17	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	LF		
18	840	TRAFFIC BEARING FRAMES & FLAT GRATES STD #840.36	1	EA		
19	840	MASONRY PIPE COLLARS STD #840.72 PIPE PLUGS STD #840.71	2	CY		
20	825	CONCRETE STEPS	5	CY		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

FORSYTH COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
21	846	2' 6" CONCRETE CURB & GUTTER (500 LF & UNDER) STD #846.01	500	LF		
22	846	2' 6" CONCRETE CURB & GUTTER (OVER 500 LF) STD #846.01	2000	LF		
23	846	4' EXPRESSWAY GUTTER (500 LF AND UNDER) STD #846.01	100	LF		
24	846	4' EXPRESSWAY GUTTER (OVER 500 LF) STD #846.01	501	LF		
25	846	8" X 6" MEDIAN CONCRETE CURB STD #846.01	50	LF		
26	846	CURB RAMP (CURB DROP & GUTTER ONLY W/NO RAMP) STD #848	75	EA		
27	846	CURB RAMP (CURB DROP & GUTTER W/RAMP) STD #848	25	EA		
28	SP	CURB RAMP ONLY W/OUT CURB DROP & GUTTER	5	EA		
29	848	4" CONCRETE SIDEWALK STD #848.01	200	SY		
30	848	CONCRETE (PRIVATE) DRIVEWAY STD #848.02 (SEE SPECIAL PROVISIONS)	50	CY		
31	848	6" CONCRETE DRIVEWAY STD #848	250	SY		
32	850	4" CONCRETE PAVED DITCHES STD #850.01	100	SY		
33	852	5" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
34	852	6" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
35	852	5" CONCRETE APRON FOR DROP INLETS STD #852	25	SY		
36	SP	HIGH EARLY CONCRETE FOR DRIVEWAYS, ISLANDS, ETC. (SEE SPECIAL PROVISIONS)	200	SY		
37	SP	HIGH EARLY CONCRETE FOR CURB, CURB & GUTTER, ETC. (SEE SPECIAL PROVISIONS)	200	LF		
38	SP	HIGH EARLY CONCRETE FOR PRIVATE DRIVEWAYS (SEE SPECIAL PROVISIONS)	10	CY		
39	SP	REMOVAL/DISPOSAL ONLY "EXISTING" SIDEWALKS, DRIVEWAYS & ISLANDS	75	SY		
40	SP	REMOVAL/DISPOSAL ONLY "EXISTING" CURB, CURB & GUTTER	50	LF		
41	SP	REMOVAL/DISPOSAL ONLY "EXISTING" MASONRY DRAINAGE STRUCTURES	10	LF		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

FORSYTH COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
42	SP	THREE (3) MAN SKILLED CREW W/INCIDENTALS	500	HR		
TOTAL BID FOR PROJECT:						

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____

Contractor's License Number _____

Authorized Agent _____

Title _____

Signature _____

Date _____

Witness _____

Title _____

Signature _____

Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2018.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

ROWAN COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	800	MOBILIZATION	1	EA		
2	800	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	1	EA		
3	840	MASONRY DRAINAGE STRUCTURES UP TO 36" PIPE STD #840.01(CB) #840.15 (DI) #840.32 (JB)	5	EA		
4	840	MASONRY DRAINAGE STRUCTURES STD #840.01(DB) #840.15 (DI) #840.32 (JB)	5	LF		
5	840	FRAME WITH GRATE & HOOD STD #840.03	3	EA		
6	840	DROP INLET GRATE & FRAME STD #840.16	3	EA		
7	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	3	EA		
8	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	5	LF		
9	840	MASONRY "NARROW" DROP INLET STD #840	3	EA		
10	840	MASONRY "NARROW" DROP INLET STD #840	5	LF		
11	840	DROP INLET "NARROW" GRATE & FRAME STD #840	3	EA		
12	840	MEDIAN DROP INLET TYPE "B" STD #840.27	3	EA		
13	840	MEDIAN DROP INLET TYPE "B" STD #840.27	5	LF		
14	840	MEDIAN DROP INLET GRATE & FRAME STD #840.22 #840.24	3	EA		
15	840	4" CONCRETE APRON (SEE SPECIAL PROVISIONS)	5	SY		
16	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	EA		
17	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	LF		
18	840	TRAFFIC BEARING FRAMES & FLAT GRATES STD #840.36	1	EA		
19	840	MASONRY PIPE COLLARS STD #840.72 PIPE PLUGS STD #840.71	2	CY		
20	825	CONCRETE STEPS	5	CY		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

ROWAN COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
21	846	2' 6" CONCRETE CURB & GUTTER (500 LF & UNDER) STD #846.01	499	LF		
22	846	2' 6" CONCRETE CURB & GUTTER (OVER 500 LF) STD #846.01	1000	LF		
23	846	4' EXPRESSWAY GUTTER (500 LF AND UNDER) STD #846.01	200	LF		
24	846	4' EXPRESSWAY GUTTER (OVER 500 LF) STD #846.01	501	LF		
25	846	8" X 6" MEDIAN CONCRETE CURB STD #846.01	100	LF		
26	846	CURB RAMP (CURB DROP & GUTTER ONLY W/NO RAMP) STD #848	50	EA		
27	846	CURB RAMP (CURB DROP & GUTTER W/RAMP) STD #848	20	EA		
28	SP	CURB RAMP ONLY W/OUT CURB DROP & GUTTER	10	EA		
29	848	4" CONCRETE SIDEWALK STD #848.01	150	SY		
30	848	CONCRETE (PRIVATE) DRIVEWAY STD #848.02 (SEE SPECIAL PROVISIONS)	50	CY		
31	848	6" CONCRETE DRIVEWAY STD #848	100	SY		
32	850	4" CONCRETE PAVED DITCHES STD #850.01	50	SY		
33	852	5" MONOLITHIC CONCRETE ISLAND STD #852	100	SY		
34	852	6" MONOLITHIC CONCRETE ISLAND STD #852	100	SY		
35	852	5" CONCRETE APRON FOR DROP INLETS STD #852	10	SY		
36	SP	HIGH EARLY CONCRETE FOR DRIVEWAYS, ISLANDS, ETC. (SEE SPECIAL PROVISIONS)	100	SY		
37	SP	HIGH EARLY CONCRETE FOR CURB, CURB & GUTTER, ETC. (SEE SPECIAL PROVISIONS)	100	LF		
38	SP	HIGH EARLY CONCRETE FOR PRIVATE DRIVEWAYS (SEE SPECIAL PROVISIONS)	25	CY		
39	SP	REMOVAL/DISPOSAL ONLY "EXISTING" SIDEWALKS, DRIVEWAYS & ISLANDS	150	SY		
40	SP	REMOVAL/DISPOSAL ONLY "EXISTING" CURB, CURB & GUTTER	150	LF		
41	SP	REMOVAL/DISPOSAL ONLY "EXISTING" MASONRY DRAINAGE STRUCTURES	10	LF		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

ROWAN COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
42	SP	THREE (3) MAN SKILLED CREW W/INCIDENTALS	750	HR		
TOTAL BID FOR PROJECT:						

CONTRACTOR

ADDRESS

Federal Identification Number

Contractor's License Number

Authorized Agent

Title

Signature

Date

Witness

Title

Signature

Date

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2018.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

STOKES COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	800	MOBILIZATION	1	EA		
2	800	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	1	EA		
3	840	MASONRY DRAINAGE STRUCTURES UP TO 36" PIPE STD #840.01(CB) #840.15 (DI) #840.32 (JB)	50	EA		
4	840	MASONRY DRAINAGE STRUCTURES STD #840.01(DB) #840.15 (DI) #840.32 (JB)	10	LF		
5	840	FRAME WITH GRATE & HOOD STD #840.03	3	EA		
6	840	DROP INLET GRATE & FRAME STD #840.16	5	EA		
7	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	2	EA		
8	840	MASONRY "OPEN THROAT" STRUCTURE STD #840.05	4	LF		
9	840	MASONRY "NARROW" DROP INLET STD #840	3	EA		
10	840	MASONRY "NARROW" DROP INLET STD #840	5	LF		
11	840	DROP INLET "NARROW" GRATE & FRAME STD #840	3	EA		
12	840	MEDIAN DROP INLET TYPE "B" STD #840.27	3	EA		
13	840	MEDIAN DROP INLET TYPE "B" STD #840.27	5	LF		
14	840	MEDIAN DROP INLET GRATE & FRAME STD #840.22 #840.24	3	EA		
15	840	4" CONCRETE APRON (SEE SPECIAL PROVISIONS)	5	SY		
16	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	EA		
17	840	TRAFFIC BEARING MASONRY DRAINAGE STRUCTURE STD #840.34 (JB) #840.35 (DI)	1	LF		
18	840	TRAFFIC BEARING FRAMES & FLAT GRATES STD #840.36	1	EA		
19	840	MASONRY PIPE COLLARS STD #840.72 PIPE PLUGS STD #840.71	2	CY		
20	825	CONCRETE STEPS	5	CY		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

STOKES COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
21	846	2' 6" CONCRETE CURB & GUTTER (500 LF & UNDER) STD #846.01	500	LF		
22	846	2' 6" CONCRETE CURB & GUTTER (OVER 500 LF) STD #846.01	2000	LF		
23	846	4' EXPRESSWAY GUTTER (500 LF AND UNDER) STD #846.01	100	LF		
24	846	4' EXPRESSWAY GUTTER (OVER 500 LF) STD #846.01	501	LF		
25	846	8" X 6" MEDIAN CONCRETE CURB STD #846.01	50	LF		
26	846	CURB RAMP (CURB DROP & GUTTER ONLY W/NO RAMP) STD #848	75	EA		
27	846	CURB RAMP (CURB DROP & GUTTER W/RAMP) STD #848	25	EA		
28	SP	CURB RAMP ONLY W/OUT CURB DROP & GUTTER	5	EA		
29	848	4" CONCRETE SIDEWALK STD #848.01	200	SY		
30	848	CONCRETE (PRIVATE) DRIVEWAY STD #848.02 (SEE SPECIAL PROVISIONS)	50	CY		
31	848	6" CONCRETE DRIVEWAY STD #848	250	SY		
32	850	4" CONCRETE PAVED DITCHES STD #850.01	100	SY		
33	852	5" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
34	852	6" MONOLITHIC CONCRETE ISLAND STD #852	150	SY		
35	852	5" CONCRETE APRON FOR DROP INLETS STD #852	25	SY		
36	SP	HIGH EARLY CONCRETE FOR DRIVEWAYS, ISLANDS, ETC. (SEE SPECIAL PROVISIONS)	200	SY		
37	SP	HIGH EARLY CONCRETE FOR CURB, CURB & GUTTER, ETC. (SEE SPECIAL PROVISIONS)	200	LF		
38	SP	HIGH EARLY CONCRETE FOR PRIVATE DRIVEWAYS (SEE SPECIAL PROVISIONS)	10	CY		
39	SP	REMOVAL/DISPOSAL ONLY "EXISTING" SIDEWALKS, DRIVEWAYS & ISLANDS	75	SY		
40	SP	REMOVAL/DISPOSAL ONLY "EXISTING" CURB, CURB & GUTTER	50	LF		
41	SP	REMOVAL/DISPOSAL ONLY "EXISTING" MASONRY DRAINAGE STRUCTURES	10	LF		

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 BID FORM**

CONTRACT NO.: 2018 - 3-MAN CREW

TYPE OF WORK: INSTALLATION AND REPAIR OF CURB, CURB & GUTTER, EXPRESSWAY GUTTER, CONCRETE ISLANDS, STEPS, CURB RAMPS, SIDEWALKS, DRIVEWAYS, MASONRY DRAINAGE STRUCTURES, CONCRETE PAVED DITCHES AND PROVIDING THREE (3) MAN SKILLED HOURLY CREW

STOKES COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
42	SP	THREE (3) MAN SKILLED CREW W/INCIDENTALS	500	HR		
TOTAL BID FOR PROJECT:						

CONTRACTOR

ADDRESS

Federal Identification Number

Contractor's License Number

Authorized Agent

Title

Signature

Date

Witness

Title

Signature

Date

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures, 2018.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)