

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 9

**CONTRACT PROPOSAL**

CONTRACT NUMBER: SWEEP 2012

ROUTE: VARIOUS ROADS COUNTY: FORSYTH & ROWAN

DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS  
ROUTES, AS NEEDED, IN FORSYTH AND ROWAN COUNTIES.

BID OPENING: BID OPENING @ 10:00 AM ON MAY 9, 2012 (DIVISION OFFICE)  
375 SILAS CREEK PARKWAY  
WINSTON-SALEM, NC 27127

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

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

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

If you have any questions concerning this contract, please contact Mr. Jeff Turner at (336) 703-6500.

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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.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET ATTACHED 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, N.C. BY 10:00 A.M. ON MAY 9, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**Name and Address of Company and**

**DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN FORSYTH AND ROWAN COUNTIES TO BE OPENED ON MAY 9, 2012.**

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

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

# PURCHASE ORDER CONTRACT STANDARD SPECIAL PROVISIONS

## GENERAL

This contract is for SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN FORSYTH AND ROWAN COUNTIES.

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 2012, the North Carolina Department of Transportation Roadway Standards Drawings, 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.

## AWARD OF CONTRACT (TERMS)

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

## CONTRACT TIME

The date of availability for this contract is the date of execution of the purchase order. The completion date is May 31, 2012.

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

At any time the Contractor fails to meet the terms of the contract it will result in cancellation of the contract.

## TERM OF CONTRACT

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a (Maximum of three (3) years total. No changes in terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the contractor in writing before completion of the current contract if the contract is to be extended. The Contractor must notify the Engineer in writing within fifteen calendar days of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered as a rejection of the contract extension. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

## CONTRACT PERFORMANCE BOND AND PAYMENT BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of three hundred thousand dollars (\$300,000.00) or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment of all labor or materials for which the Contractor or his subcontractors are liable, is required for construction contracts greater than \$300,000.00. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after request from NCDOT, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent (100%) of the amount of the contract.

**IMPORTANT: Do not submit the attached bonds or insurance verification with your bid. Hold bonds until you are informed that you are awarded the contract. You will have two weeks to submit executed bonds, (if above dollar amount is exceeded), and insurance verification to this office. Failure to submit these documents shall result in default to the next lowest bidder.**

## **BIDS**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

## **REJECTION OF UNBALANCED BIDS**

Section 101-3 of the Standard Specifications defines an unbalanced bid as a unit or lump sum bid price that does not reflect reasonable actual costs that the bidder anticipates for the performance of the item in question along with a reasonable proportionate share of the bidder's 'anticipated profit, overhead costs, and other indirect costs.

Section 102-14 of the Standard Specifications states that:

Any bid including any unit or lump sum bid price that is unbalanced to the potential detriment of the Department will be considered irregular and may be rejected. In the event the Board determines it is in the best public interest to accept such irregular bid, it may award the contract based on such bid subject to the requirements of Subarticle 109-4(C).

## **COLLUSION**

Collusion can be defined as a non-competitive agreement between two or more entities that attempt to gain an unfair advantage over others by fraud or other illegal means that are prohibited by law. The North Carolina Department of Transportation does not tolerate collusion or other fraudulent bidding activities and reserves the right to reject any and all bids that may be interpreted as to present the appearance of collusion, fraud, or any other bid-rigging activity in accordance with Subarticle 102-15(F).

## **WORKERS' COMPENSATION INSURANCE**

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

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

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

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

Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

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

**CPI (PRICE ADJUSTMENT)**

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

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpiiai.txt>

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

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

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

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

**OUTSOURCING OUTSIDE OF THE USA**

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

RG150

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

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

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

**GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

107-1

SPI G152

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

(1) have a contract with a governmental agency; or

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

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

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

## **EMPLOYMENT**

(11-15-11) (Rev. 1-17-12)

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

No separate payment will be made for providing installing and maintaining traffic control devices, flag persons, pilot cars, ETC. or for any other costs associated with maintaining and control of traffic but will be included in the several pay items contained in this contract.

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

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

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

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest which meets the color requirements of the Manual of Uniform Traffic Control devices (MUTCD).

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(B) of the *Standard Specifications*. No separate payment will be made for providing the above mentioned items but the cost will be include in the several pay items included in this contract.



## **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. 2012.

## **DAMAGES**

Any damages to adjacent shoulders, medians, paved areas, utilities, property owners, or other facilities that may occur during the prosecution of work shall be at the Contractor's expense.

## **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.

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

(10-16-07)(Rev 1-17-12)

102-15(J)

RG67

### **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 or 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 or WBE participation along with a listing of the committed MBE or 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.

<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

[https://apps.dot.state.nc.us/\\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF1.pdf](https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF1.pdf)

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

[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/saf.xls](http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls)

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

[https://apps.dot.state.nc.us/\\_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC1.pdf](https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC1.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://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

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

<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc>

*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://www.ncdot.gov/business/ocs/goodfaith/excel/Ex\\_Subcontractor\\_Quote\\_Comparison.xls](http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.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 %

- (1) *If the MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBE 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 %

- (1) If the WBE goal is more than zero, the Contractor shall exercise all necessary and reasonable steps to ensure that WBE 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 DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link. <https://partner.ncdot.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, bidder 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. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the overall race-neutral goal. 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:

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.

- (A) *If either the MBE or WBE goal is more than zero*,
  - (1) 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.
  - (2) 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.
  - (3) 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.
- (B) *If either the MBE or WBE goal is zero*, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

### **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 goal or making good faith efforts to meet the goal, 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 subcontractor 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 the 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 Subcontractor* 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 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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, completed in its entirety, to the Engineer no later than 12:00noon on 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 12:00 noon on the next official state business day.

### **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 (No. of Copies) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 goal 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 and/or written notices through the use of the NCDOT Directory of Transportation firms) the interest of all certified MBEs/WBEs

who have the capability to perform the work of the contract. 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. This includes, where appropriate, breaking 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.
- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (A) (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 NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit 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 requirement. 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 involve 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 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 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 MBE or WBE goal. The MBE/WBE shall itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- (2) 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.
- (3) 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.
- (4) 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 requirements.
- (5) 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.
- (6) 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.

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 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 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 should 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, or second 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 work on future projects until the required information is submitted.

Contractor 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 on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

### **Failure to Meet Contract Requirements**

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

## **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.

## **AUTHORITY OF THE ENGINEER**

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

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

## **AVAILABILITY OF FUNDS – CONTRACT TERMINATION**

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

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

## **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.

## **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.

## **ERRATA**

(1-17-12) (Rev. 3-20-12)

Z-4

Revise the 2012 *Standard Specifications* on all projects as follows:

### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace "Article 107-26" with "Article 107-25".

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete "pipe culverts."

**Page 2-20, Subarticle 230-4(B)**, Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12**, replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33**, replace "(6) Approval" with "(4) Approval".

### **Division 6**

**Page 6-7, line 31, Article 609-3, Field Verification of Mixture and Job Mix Formula Adjustments**, replace "30" with "45".

**Page 6-10, line 42, Subarticle 609-6(C)(2)**, replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

**Page 6-11, Table 609-1 Control Limits**, replace "Max. Spc. Limit" for the Target Source of  $P_{0.075}/P_{be}$  Ratio with "1.0".

### **Division 10**

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

### **Division 12**

**Page 12-8, Table 1205-4 and 1205-5**, replace "THERMOPLASTIC" in the title of these tables with "POLYUREA".

### **Division 15**

**Page 15-6, Subarticle 1510-3(B), after line 21**, replace the allowable leakage formula with the following:  $W = LD/P \div 184,000$

**Page 15-6, Subarticle 1510-3(B), line 32**, delete "may be performed concurrently or" and replace with "shall be performed".

**Page 15-17, Subarticle 1540-3(E), line 27**, delete "Type 1".

### **Division 17**

**Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center**, delete this subarticle.

## **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 this contract.

# **PURCHASE ORDER CONTRACT** **PROJECT SPECIAL PROVISIONS**

## **CONTRACTOR SUPERVISION**

While work is actually being performed, the Contractor shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or his authorized representatives.

## **PROSECUTION OF WORK**

Upon approval of the contract, the Contractor will start each cycle shown in "Description of the Work" under the Project Special Provisions in a timely manner. In no event shall a cycle of sweeping be initiated without the completion of the cycle in progress.

## **OPERATION OF EQUIPMENT**

The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the equipment wheels are to remain off the travel way during sweeping operations. The work is to be a continuous operation with no lane closures. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

## **"ROUTINE" SWEEPING PER SHOULDER MILE**

This item consists of the sweeping, cleaning, and removing of any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses, and other accumulated material or foreign matter. Material will be swept from paved shoulders, paved shoulders next to barrier walls, curb and gutter, ramps, in "Project Special Provisions". **Disposal of collected debris is the Contractor's responsibility.**

The cleaning, removing or picking up by brooming, suction process or other approved method of all foreign matter from designated pavement areas and the disposal of such matter at a location outside of the right-of-way and into a State approved landfill. The designated area is a swath adjacent to a barrier wall or adjacent to the outside edge of the paved shoulder. A swath begins at the barrier wall, curb, the outside edge of a paved shoulder, the bridge curb/rail and shall be a minimum width of eight (8) feet in width.

## **ADDITIONAL SWEEPING PER SHOULDER MILE**

This item consists of the sweeping, cleaning, and removing of any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses, and other accumulated material or foreign matter. Materials will be swept from adjacent roadways, for short distances, intersecting the system roadways shown in "Description of the Work". **Disposal of collected debris is the Contractor's responsibility.**

Any sweeping required to be done which is not part of "routine" sweeping. Additional sweeping will be performed only when and as directed by the Engineer.

## **CYCLE**

A cycle is one complete sweeping of the State Highway System mileage shown in "Description of the Work".

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract.

## **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures and to poles, wires, cables and other overhead structures.

The Contractor shall conduct his operations to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, WRONG WAY, etc.) suffer any damage, the Engineer or his representative shall be notified no later than 9:00am the same workday. Damage to STOP signs shall be repaired by the Contractor immediately and reported to the Engineer no later than 9:00am that workday. Such signs may be repaired or replaced by the Department at the Contractor's expense.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property or condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property, or make good such damage or injury the Department may, at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

## **INSPECTION**

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

## **BASIS OF ACCEPTANCE**

It is intended that the work will be completed in a neat, workmanlike manner. These specifications and special provisions are end-result oriented. Although the main purpose of this contract is to accomplish road sweeping operations on State roadways as approved by the Engineer, the Contractor will encounter objects larger than what a vacuum or mechanical sweeper can remove. Objects such as, but not limited to, tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, etc. may be encountered by the Contractor. At such time the Contractor shall remove these objects by hand and dispose of at approved site if vacuum or mechanical means are unsuccessful.

## **METHOD OF MEASUREMENT**

The quantity of routine sweeping to be paid for will be the actual number of shoulder miles swept. Highway mileage will be determined from NCDOT county maintenance maps, except in the case of dispute or obvious error, when actual mileage shall be measured. Normally, one map mile of two lane or multi-lane undivided highway shall equal two (2) shoulder miles and one map mile of multi-lane divided highway with grassed median shall equal four (4) shoulder miles.

It is understood that during the course of the contract, routes may be added to or deleted from the contract. It will be the responsibility of the Contractor to sweep or not sweep such routes as directed by the Engineer.

The quantity of additional sweeping to be paid for will be the actual number of miles, measured along the surface of the ground, which has been swept at the direction of the Engineer.

## **BASIS OF PAYMENT**

The quantity of routine and additional sweeping, measured as provided above, will be paid for at the contract unit price per shoulder mile for routine sweeping and additional sweeping for the various highway systems.

Bid prices and payment will be full compensation for all work, including but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools, and dumping fees necessary for the prosecution and completion of the work.

Payments will be made to the Contractor for work accomplished and accepted.

## **RIGHT OF THE CONTRACTOR TO FILE CLAIM**

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of his intent to file a claim. Such notice shall be given within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts he deems himself entitled to. The claim shall be submitted to the Engineer within 30 calendar days of the end of the annual contract period.

If the Contractor fails to receive such settlement as he claims to be entitled to, the Contractor may submit a written and verified claim to the State Highway Administrator. The claim shall be submitted within 60 days from the time the Contractor received notice of findings from the Engineer.

Settlement of the claim shall be governed by G.S. 136-29.

## **NIGHT OPERATIONS**

The Contractor may, with the approval of the Engineer, conduct his operations during night hours. For the purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Engineer or his representative, is insufficient to safely and effectively perform contract operations.

If the Contractor elects to perform any phase of this contract during night hours, he shall submit, in writing, to the Engineer, a full and complete plan for traffic control and construction lighting which shall be approved prior to beginning construction.

All traffic control devices shall meet the requirements for night use as set forth in the current edition of the North Carolina department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings and the current Manual of Uniform Traffic Control Devices (MUTCD).

## **HOURS OF WORK**

Sweeping schedules shall be arranged to afford minimum interference with peak traffic hours. Road sweeping should be performed Sunday night through Friday morning between the hours of 9:00pm and 6:00am and Saturday and Sunday between the hours of 3:00am and 12:00 noon on specified roads listed as a Primary Divided on the attached list. All other routes as listed on the attached list can be swept any time as approved by the Engineer. Routine sweeping shall not be performed the night before a holiday or the holiday night(s). The contractor may submit an alternate schedule ("Special Schedule") in writing to the Engineer for his written approval. Friday night and Saturday night sweeping schedules will be considered by the Engineer in extenuating circumstances.

The Department shall at its discretion, establish and/or change schedules because of citizen complaints of noise or similar discomforts affecting their homes or buildings adjacent to the roadway facility. Also, special events may delay or cause the postponement of sweeping on a given night or period of time. No work is to be performed during adverse weather such as heavy rain, fog, high winds, snow and ice storms, and other inclement weather conditions.

## **STATE HIGHWAY SYSTEM**

The State Interstate System shall include all portions of the State Highway System located outside municipal corporate limits, which are designated by Interstate numbers. The State Primary System shall include all portions of the State Highway System located outside municipal corporate limits, which are designated by SR numbers. The State Urban System shall include all systems of the State Highway System located within municipal corporate limits. The location list provided with this contract is intended to give a representation of the roads to be swept; this list maybe modified at any time by the Engineer.

## **POLICY**

It is the policy of the North Carolina Department of Transportation to maintain State Highway System roadsides in a pleasing and safe condition commensurate with the function and service rendered by individual highway segments. Any material not intentionally attached or bonded to the shoulder pavement surface, which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses and other accumulated material or foreign matter shall be removed by sweeping, cleaning, vacuuming and disposing of the material.

## **SAFETY**

All sweeping operations shall be accomplished "with" or in the same direction as the traffic flow. Sweeping against or opposing the traffic **SHALL NOT** be permitted. If an accident occurs as a result of or in the vicinity of the sweeping operation, the Contractor shall be responsible for notifying the Engineer by telephone the next work day, before 9:00am.

The sweeping operations shall not cause material to be thrown into a travel lane. Material shall not be swept across a travel lane.

## **EQUIPMENT REQUIREMENTS**

The Contractor shall furnish equipment of sufficient type, capacity and quantity to safely and efficiently perform the sweeping work as specified using Standard 1101.02. The Contractor shall display the company name on each piece of equipment.

All equipment and work zones shall comply with Standard 1101.02 of the *January 2012 Roadway Standard Drawings*.

The Contractor must demonstrate to the satisfaction of the Engineer that the sweeping equipment to be used in the work is in good working condition and suitable for performing the work required. Sweepers used in the cleaning operations shall be of industrial quality and utilize a brush/mechanical type debris collection mechanism.

All sweepers shall have minimum capacity of four (4) cubic yards and be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms. All such equipment is subject to inspection and final approval by the Engineer. Such approval may require an onsite demonstration of the capacity of any proposed equipment.

All vehicles used by the Contractor must be performance worthy by visual and operational inspection and by of Industrial type equipment.

The impact attenuator shall meet all NCHRP 350 Standards along with manufacturer's requirements.

Support vehicle, including safety trucks, debris transfer vehicles, pick-up trucks and any other vehicles used in sweeping operations, shall be equipped with revolving or strobe lights as required on the sweeper truck.

The safety of the public and the convenience of traffic shall be regarded as prime importance.

Signs, lights, safety and other traffic control items are not a pay item, but are considered incidental to other contract items and the Contractor is expected to provide these items.



Signs, lights, safety and other traffic control items are not a pay item, but are considered incidental to other contract items and the Contractor is expected to provide these items.

### **HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL**

When the Contractor's operations encounter or expose any abnormal condition, which may indicate the presence of a hazardous, contaminated and/or toxic materials, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified.

### **REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

A sweeping cycle shall not be considered accepted by the Department until the original "DUMPING TICKET" issued to the Contractor for disposing the materials swept during the assigned work is presented to the Department's inspector.

"THIS CONTRACT SHALL BE IMMEDIATELY TERMINATED IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING". Work will be suspended if contractor is charged with illegal dumping.

"STOCKPILING OF DEBRIS ON THE RIGHT-OF-WAY SHALL NOT BE PERMITTED". ALL COSTS INVOLVED WITH THE DISPOSAL OF THE SWEEPED OR PICKED-UP MATERIALS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE.

### **QUALITY**

Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Engineer's Inspector.

Any deficiency in the contractor's performance shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.

The Department of Transportation's Inspector shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor upon completion of a cycle.

In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of cleaning cycle will be deleted from the appropriate list at the direction of the Department. The section(s) of roads deleted may be re-entered at the first scheduled cycle following completion of the road rehabilitation or improvement project.

Prior to re-entering any such road (rehabilitation or improvement project) into the cycle, a field inspection shall be made by department personnel and the contractor to determine what cleaning will be required by others. In no event will the sweeping contractor be allowed additional compensation by the Department for initial cleaning of a re-entered road following a rehabilitation or improvement construction project.

## CONTRACT MAILING LIST

ATTN: CHARLES TUCKER  
Carolina Pavement Cleaning Services, Inc.  
3309 Darby Ave  
Charlotte, NC 28216  
mudrus@aol.com

ATTN: JEFF MCKINNEY  
North Piedmont Services  
896 Huffiness Mill Rd  
Reidsville, NC 27320  
336-951-3143  
northpiedmont@hughes.net

Association of General Contractors  
(EMAIL)

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

Mr. Thomas Burt (EMAIL)  
NCDOT

Mr. Michael McKoy (EMAIL)  
NCDOT  
State Contractor Utilization Engineer

Ms. Tami Gabriel (EMAIL)  
NCDOT  
Civil Rights Office

Mr. Reginald McNeill (EMAIL)  
NCDOT  
Civil Rights Office

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

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

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

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

SIGNATURE OF CONTRACTOR

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
Select appropriate title

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
Select appropriate title

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

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

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

\_\_\_\_\_ Full name of Partnership

\_\_\_\_\_ Address as prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

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

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

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

NOTARY SEAL

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

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

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

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

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

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

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

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

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

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

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

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_ Address as prequalified  
By

_____ Signature of Witness or Attest		_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_ Address as prequalified

By

_____ Signature of Witness or Attest		_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_ Address as prequalified

By

_____ Signature of Witness or Attest		_____ Signature of Contractor
_____ Print or type Signer's name		_____ Print or type Signer's name

If Corporation, affix Corporate Seal  
NOTARY SEAL  
Affidavit must be notarized for Line (2)  
Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor \_\_\_\_\_  
Individual Name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

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

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor \_\_\_\_\_

\_\_\_\_\_  
Print or type individual name

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

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

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

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

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

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

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

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



## DEBARMENT CERTIFICATION

### Conditions for certification:

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

## DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Forsyth COUNTY

Who Ever Company

NAME OF BIDDER

**LISTING OF MB & WB SUBCONTRACTORS**

FIRM NAME AND ADDRESS	MB or WB	LINE ITEM NO. (Do Not Enter Range)	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (\$)	TOTAL PRICE (\$) (Dollars Committed/Line 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 Bid Price \$4000,000.00**

WB Percentage of "Total" Contract Bid Price: 2%

Total Dollar Committed for WB Subcontractor: \$8,000.00 (\$400,000.00 x 2%)

MB Percentage of "Total" Contract Bid Price: 4%

Total Dollar Committed for MB Subcontractor: \$16,000.00 (\$400,000.00 x 2%)

\*\*\*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 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
<b>Example 1</b>						
10	ABC Trucking	123-45-6789	ABC Company	987-65-4321	\$ 7,000.00	11/16/2007
20	DEF Company	987-65-4321	DEF Paving	123-45-6789	\$ 1,000.00	11/17/2007

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

<b>Example 2</b>						
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
N/A					0.00	
					<b>Example 1</b>	<b>Example 2</b>
<b>Total Amount Paid To Subcontractor Firms</b>					<b>\$ 8,000.00</b>	<b>\$ 0.00</b>

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

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

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

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	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 \_\_\_\_\_

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 PROPRIETOR (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/w9.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

## Subcontract Approval Form (Form SAF)

1. Complete the "Subcontractor Approval Form" (Form SAF) for the Subcontractor and 2<sup>nd</sup> Tier Subcontractor on one form. Additional items of work can be entered on the "Subcontractor Approval Form Attachment". If there is more than one 2<sup>nd</sup> Tier Subcontractor, it should be listed on the Subcontract Approval Form - Additional 2<sup>nd</sup> Tier" (SAF-1 Additional 2<sup>nd</sup> Tier).
2. If retainage is being withheld for the Subcontractor or 2<sup>nd</sup> Tier Subcontractor a place an "X" in the box to the right of "RETAINAGE."
3. When the proposed Subcontractor or 2<sup>nd</sup> Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of the appropriate designation. When the proposed Subcontractor is not a certified DBE, MBE, or WBE Subcontractor, place an "X" in the box to the right of "NONE." One of the four spaces shall be marked with an "X".
4. When a Subcontractor is to perform all the work involved in the contract item, then the unit price for the subcontracted item must be the same as the contract unit price. When only a **portion** of the quantity of an item is to be sublet, the item should be indicated by the symbol (\*). The physical limits of the sublet quantity shall be identified. The unit price for the item of work shall be the same as the Department's contract unit price.  
**Portion of an item - the Subcontractor performs all work associated with the item, but only performs the work for a part of the contract quantity. (Example: Grading from Station 225+00-L- to end of project.)**
5. When only a **partial** amount of the work for an item is to be sublet, the unit price may be less than the contract unit price and the item should be indicated by the symbol (+). The part of the contract item to be performed by the Subcontractor shall be identified.  
**Partial item of work - the Subcontractor performs part of the work associated with the contract item. (Example: Trucking Subcontractor hauling asphalt or incidental stone.)**
6. The negotiated Subcontract Unit Price or lump sum price must be the actual price agreed upon between the Contractor and the Subcontractor. In the event the subcontract unit of measure differs from that in the Department's contract, the unit of measure shown on the Subcontract Approval Form shall be the same as those shown in the Department's contract. Any conversions 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.)  
[http://www.ncdot.org/doh/operations/dn\\_chief\\_eng/constructionunit/formsmanuals/UserGuide/index\\_User\\_Guide.html](http://www.ncdot.org/doh/operations/dn_chief_eng/constructionunit/formsmanuals/UserGuide/index_User_Guide.html)
7. The Total Subcontract Amount is the Subcontract Unit Price multiplied by the Quantity.
8. The Subcontract Total is the amount of the subcontract. This total is calculated by summing the Total Subcontract Amount of the line items listed for the Subcontractor. Any items listed on the Attachment sheet for the Subcontractor is also included in the Subcontract Total. The line items for the 2<sup>nd</sup> Tier Subcontractor are not included.
9. When any items requested to be sublet have 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 \_\_\_\_."
10. The Contractor, Subcontractor, and 2<sup>nd</sup> Tier Subcontractor (when applicable) shall sign the original Subcontract Approval Form and the Contractor shall submit the form to the Resident Engineer.





**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  DBE  MBE  WBE  NONE

Retainage  DBE  MBE  WBE  NONE

Subcontractor Name and Address \_\_\_\_\_ Vendor No. \_\_\_\_\_

2<sup>nd</sup> Tier Subcontractor Name and Address \_\_\_\_\_ Vendor No. \_\_\_\_\_

Line Code Number	Item Description	(-) or (+)	Sub or 2 <sup>nd</sup> Tier	Quantity	Unit	CP #	Contract Unit Price	Subcontract Unit Price	Total Subcontract Amount
								<b>Subcontract</b>	
								<b>Total:</b>	

Indicates a Portion of the Item (●)      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 / 2<sup>nd</sup> tier subcontract in its entirety.

Contractor:  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Subcontractor:  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

2<sup>nd</sup> Tier Subcontractor:  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
 Resident Engineer  
 Date: \_\_\_\_\_

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





## 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:**

1<sup>st</sup> Tier Subcontractor Name and Address \_\_\_\_\_ Retainage  DBE  MBE  WBE  NONE   
 Vendor No. \_\_\_\_\_

2<sup>nd</sup> Tier Subcontractor Name and Address \_\_\_\_\_ Retainage  DBE  MBE  WBE  NONE   
 Vendor No. \_\_\_\_\_

Line Code Number	Item Description	(*) or (*)	Sub or 2 <sup>nd</sup> Tier	Quantity	Unit	CP *	Contract Unit Price	Subcontract Unit Price	Total Subcontract Amount

Indicates a Portion of the Item (\*)

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 / 2<sup>nd</sup> tier subcontract in its entirety.

Contractor: Signature: _____ Date: _____ Title: _____	APPROVED: _____ Resident Engineer _____ Date: _____ Approved with the understanding that the Contractor will be responsible for the satisfactory performance and completion of the work in compliance with the terms of the contract and that all payments will be made directly to the Contractor.
Subcontractor: Signature: _____ Date: _____ Title: _____	
2 <sup>nd</sup> Tier Subcontractor: Signature: _____ Date: _____ Title: _____	



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

SECTION 10000 - BIDDING - BIDDERS - CONTRACTS - CONTRACTS - CONTRACTS

**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

North Carolina Department of Transportation  
LOCATION LIST

Work Order Number: See Below

Contract Number: N/A

DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST  
Forsyth County

NAME	FROM	Primary Divided		SHOULDER MILES	REMARKS
		TO	TO		
I-40	END CONC BARR-WALL W OF US 311	END CONC BARR-WALL E OF NC 150		4.60	MAIN LINE WB SHOULDER & WALL
	END CONC BARR-WALL E OF NC 150	END CONC BARR-WALL W OF US 311		4.60	MAIN LINE EB SHOULDER & WALL
	I-40 WEST	NC 150		0.43	RAMP LF SIDE
	NC 150	I-40		0.43	RAMP LF SIDE

NAME	FROM	Primary Divided		SHOULDER MILES	REMARKS
		TO	TO		
I-40 WEST	0.95 MI. E OF NC 66 BEGIN CURB RT	END GUTTER		0.18	BETWEEN GUILFORD & NC 66
	BEGIN CURB RT 1.40 MILES W OF NC 66	END GUTTER		0.39	
	BEGIN CURB RT 1.38 MILES W OF NC 66	END GUTTER		0.26	
	BEGIN CURB RT 1.80 MILES W OF NC 66	END GUTTER		0.10	
	BEGIN CURB RT 2.58 MILES W OF NC 66	END GUTTER		0.15	
	BEGIN CURB RT BETWEEN UNION CROSS & US 311	END GUTTER		0.08	
	BEGIN CURB RT 1.75 MILES E OF US 311 S EXIT	END GUTTER		0.33	
	BEGIN CURB RT 0.75 MILES E OF US 311 S EXIT	END GUTTER		0.15	
	BEGIN CURB RT AT NC 150 ON RAMP TO I-40 W	END GUTTER JUST E OF MM 191		0.08	
	BEGIN CURB RT AT 0.04 MILES W OF MM 191	END GUARDRAIL		0.09	
	BEGIN CURB RT AT EBERT ST BEGIN GUARDRAIL	END GUARDRAIL		0.22	
	BEGIN CURB RT AT NC 150 FROM I-40 W	END CURB		0.16	
	RAMP TO I-40 W FROM NC 150 RT	END GUTTER		0.24	INCLUDES BRIDGE
	BEGIN CURB AT US 158 EXIT	END GUTTER		0.35	
	BEGIN CURB AT US 421 SPLIT	END GUTTER		0.14	
	BEGIN CURB RT AT SILAS CREEK OFF RAMP TO I-40 W	END GUTTER		0.17	
	BEGIN CURB RT ACROSS FROM I-40 E ON RAMP OVERPASS	END BARR-WALL		0.41	
	BEGIN CURB RT W OF I-40 / US 421 SPLIT 0.50 MILES E OF JONESTOWN RD	END GUTTER		0.18	
	BEGIN CURB RT 0.17 MILES W OF JONESTOWN RD	END GUTTER		0.02	
	BEGIN CURB RT 0.25 MILES W OF JONESTOWN RD.	END GUTTER		0.21	
BEGIN CURB RT 0.84 MILES W OF JONESTOWN RD. AT EXIT 184 SIGN	END GUTTER		0.18		
BEGIN CURB RT 1.18 MILES W OF JONESTOWN RD.	END GUTTER		0.07		
BEGIN CURB RT AT MUDDY CREEK OVERPASS	END GUTTER		0.45	WIDE BRIDGE	
LEWISVILLE-CLEMMONS RD RIGHT	END GUTTER		0.18		
LEWISVILLE-CLEMMON RD & TANGLEWOOD/BERMUDA RUN SIGN - RT	END GUTTER		0.18		
JUST EAST OF HARPER RD.	END GUTTER		0.10		

NAME	FROM	Primary Divided TO	SHOULDER MILES	REMARKS
I-40 EAST	BEGIN CURB RT 1.10 MILES E OF LEWISVILLE-CLEMMONS RD.	END GUTTER	0.41	
	BEGIN CURB RT 2.00 MILES E OF LEWISVILLE-CLEMMONS RD.	END GUTTER	0.10	
	BEGIN CURB RT AT OVERHEAD MESSAGE SIGN ON I-40 E	END GUTTER	0.18	
	BEGIN CURB RT 0.32 MILES W OF JONESTOWN RD	END GUTTER	0.07	
	BEGIN CURB RT 0.23 MILES E OF JONESTOWN RD.	END GUTTER	0.20	ACROSS FROM WAL-MART
	BEGIN CURB RT 0.82 MILES E OF JONESTOWN RD	END GUTTER	0.15	AT HANES MALL UNDERPASS
	HARPER RD.	END GUTTER	0.24	
	HARPER RD. & LEWISVILLE-CLEMMONS RD	END GUTTER	0.21	
	BEGIN CURB RT 0.15 MILES E OF HANES MALL BLVD.	END GUTTER	0.08	
	BEGIN CURB RT AT US421/I-40 EAST MERGE AT US 158	END GUTTER AT US 158 OFF RAMP	0.45	
	BEGIN CURB RT 1.1 MILES E OF US 158 AT END OF HANES MALL BLVD. ON RAMP TO I-40 E	END GUTTER / GUARDRAIL	0.03	
	BEGIN CURB RT 0.20 MILES E FROM END OF ON RAMP AT HANES MALL BLVD.	END GUTTER	0.09	JUST E OF NC 150 DOWNTOWN 1 MILE SIGN
	BEGIN CURB 0.40 MILES E OF NC 150 BRIDGE AT BUCHANAN ST	END GUTTER	0.10	JUST W OF GROVES STADIUM/ OLD SALEM SIGN
	BEGIN CURB RT 1.00 MILES E OF NC 150 BRIDGE	END GUTTER AT MAIN ST. UNDERPASS	0.22	
	BEGIN CURB RT AT NC 150 OFF RAMP	BEGIN RADIUS	0.45	SWEEP TO PETERS CREEK STOP BAR
	BEGIN CURB RT I-40 E JUST E OF US 311	END GUTTER	0.12	
	BEGIN CURB RT I-40 E OF US 311	END GUTTER	0.20	
	BEGIN CURB RT I-40 E OF US 311	END GUTTER	0.16	
	BEGIN CURB RT 1.60 MILES W OF UNION CROSS RD	END GUTTER	0.18	
	BEGIN CURB RT 1.50 MILES W OF NC 66	END GUTTER	0.11	
	BEGIN CURB RT 1.00 MILES W OF NC 66	END GUTTER	0.08	
	BEGIN CURB RT 0.58 MILES W OF NC 66	END GUTTER	0.08	
	BEGIN CURB RT 0.17 MILES W OF NC 66	END GUTTER	0.17	
	BEGIN CURB RT 0.72 MILES E OF NC 66	END GUTTER	0.22	

NAME	FROM	Primary Divided		SHOULDER MILES	REMARKS
			TO		
US 421	US 421 AT I-40 W SPLIT	BEGIN GUTTER	END GUTTER	0.10	
	US 421 AT I-40 W	BEGIN GUTTER	END GUTTER	0.32	E OF JONESTOWN RD. EXIT RAMP
	US 421 S / I-40 E MERGE AT I-40 W OFF RAMP	BEGIN GUTTER LT	END GUTTER	0.17	AT I-40 W OFF RAMP
	BUS 40 AT SILAS CREEK PKWY	BEGIN CONC ISLAND	END CONC ISLAND	1.06	2 (D 53) BOTH SIDES OF ISLAND

NAME	FROM	Primary Divided		SHOULDER MILES	REMARKS
			TO		
US 52 SOUTH					
	PATTERSON AVE RAMP		END C & G OF CLEMMONSVILLE RD.	8.00	MAIN LINE RT SIDE
	END BARRIER N OF AKRON DR		END BARRIER S OF CLEMMONSVILLE RD.	7.81	MAIN LINE LF SIDE
	PATTERSON AVE	SB US 52		0.36	RAMP RT SIDE
	SB US 52	AKRON DR		0.28	RAMP RT/LF SIDE
	AKRON DR.	SB US 52		0.41	RAMP RT/LF SIDE
	SB US 52	25TH /28TH ST		0.13	RAMP RT/LF SIDE
	LIBERTY ST	SB US 52		0.27	RAMP RT/LF SIDE
	SB US 52	NORTHWEST BLVD.		0.24	RAMP RT/LF SIDE
	SB US 52	LIBERTY ST.		0.38	RAMP RT/LF SIDE
	LIBERTY ST.	SB US 52		0.32	LOOP RT/LF SIDE
	SB US 52	MLK JR BLVD.		0.32	LOOP RT/LF SIDE
	MLK JR. BLVD.	SB US 52 S		0.29	LOOP RT/LF SIDE
	SB US 52	3RD / 4TH / 5TH ST.		0.18	RAMP RT/LF SIDE
	3RD ST.	US 52 SB		0.21	RAMP RT/LF SIDE
	SB US 52	BUS 40 W		0.35	RAMP RT/LF SIDE
	BUS 40 W	US 52 SB		0.37	RAMP RT/LF SIDE
	STADIUM DR	US 52 SB		0.24	RAMP RT/LF SIDE
	US 52 SB	VARGRAVE ST.		0.52	RAMP RT/LF SIDE
	VARGRAVE ST.	US 52 SB		0.49	LOOP RT/LF SIDE
	US 52 SB	WAUGHTOWN ST.		0.27	RAMP RT/LF SIDE
	SPRAGUE ST.	US 52 S		0.29	RAMP RT/LF SIDE
	US 52 S	I-40 W		0.53	RAMP RT/LF SIDE
	I-40 E	US 52 S		0.59	RAMP RT/LF SIDE
	US 52 S	CLEMMONSVILLE RD.		0.43	RAMP RT/LF SIDE
	I-40 W	US 52 SB		0.35	LOOP RT/LF SIDE
	US 52 SB	I-40 E		0.35	LOOP RT/LF SIDE
	CLEMMONSVILLE RD	US 52 SB		0.23	RAMP RT/LF SIDE



NAME	Primary Divided		SHOULDER MILES	REMARKS
	FROM	TO		
US 52 NORTH				
	END BARR-WALL S OF CLEMMONSVILLE RD.	PATTERSON AVE EXIT RAMP	7.94	MAIN LINE RT SIDE
	END BARR-WALL SB OF CLEMMONSVILLE RD	END BARR-WALL N OF AKRON DR.	7.81	MAIN LINE LF SIDE
	CLEMMONSVILLE RD.	US 52 N	0.29	RAMP RT/LF SIDE
	US 52 N	I-40 E	0.42	RAMP RT/LF SIDE
	I-40 W	US 52 N	0.44	RAMP RT/LF SIDE
	US 52 N	SPRAGUE ST.	0.24	RAMP RT/LF SIDE
	WAUGHTOWN ST	US 52 N	0.18	RAMP RT/LF SIDE
	US 52 N	VARGRAVE ST.	0.19	RAMP RT/LF SIDE
	VARGRAVE ST	US 52 N	0.23	RAMP RT/LF SIDE
	US 52 N	STADIUM DR.	0.28	LOOP RT/LF SIDE
	STADIUM DR.	US 52 N	0.30	RAMP RT/LF SIDE
	US 52 N	BUS 40 E	0.33	RAMP RT/LF SIDE
	BUS 40 W	US 52 N	0.47	RAMP RT/LF SIDE
	US 52 N	3RD / 4TH / 5TH ST.	0.24	RAMP RT/LF SIDE
	5TH ST	US 52 N	0.20	RAMP RT/LF SIDE
	US 52 N	MLK JR. BLVD.	0.28	RAMP RT/LF SIDE
	MLK JR. BLVD.	US 52 N	0.33	LOOP RT/LF SIDE
	US 52 N	LIBERTY ST.	0.27	RAMP RT/LF SIDE
	LIBERTY ST.	US 52 N	0.26	RAMP RT/LF SIDE
	US 52 N	25TH ST.	0.28	LOOP RT/LF SIDE
	US 52 N	CLEMMONSVILLE RD.	0.32	RAMP RT/LF SIDE
	26TH ST	US 52 N	0.28	RAMP RT/LF SIDE
	US 52 N	LIBERTY ST.	0.29	RAMP RT/LF SIDE
	US 52 N	AKRON DR.	0.24	RAMP RT/LF SIDE
	AKRON DR	US 52 N	0.23	RAMP RT/LF SIDE
	US 52 N	PATTERSON AVE	0.07	RAMP RT SIDE
	I-40 E	US 52 N	0.29	LOOP RT/LF SIDE
	US 52 N	I-40 W	0.26	LOOP RT/LF SIDE

Primary Divided  
TO

NAME	FROM	TO	SHOULDER MILES	REMARKS
BUS 40 E	END GUARDRAIL E OF SILAS CREEK PKWY	END CONC BARR-WALL W OF LOWERY ST	10.88	MAIN LINE RT/LF SIDE
BUS 40 E		KNOLLWOOD ST.	0.18	RAMP RT/LF SIDE
KNOLLWOOD ST.		BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		STRATFORD RD	0.14	RAMP RT/LF SIDE
STRATFORD RD.		BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		CLOVERDALE AVE	0.34	RAMP RT/LF SIDE
CLOVERDALE AVE		BUS 40 E	0.46	LOOP RT/LF SIDE
LOCKLAND AVE.		BUS 40 E	0.19	RAMP RT/LF SIDE
BUS 40 E		PETERS CREEK PKWY	0.09	RAMP RT/LF SIDE
PETERS CREEK PARKWAY		BUS 40 E	0.28	RAMP RT/LF SIDE
BUS 40 E		BROAD ST.	0.16	RAMP RT/LF SIDE
BUS 40 E		HIGH ST.	0.04	RAMP RT/LF SIDE
MARSHALL ST		BUS 40 E	0.19	RAMP RT/LF SIDE
BUS 40 E		LIBERTY ST	0.23	RAMP RT/LF SIDE
MAIN ST.		BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		US 52 N	0.21	RAMP RT/LF SIDE
US 52 N		BUS 40 W	0.20	LOOP RT/LF SIDE

**Primary Divided  
TO**

<b>NAME</b>	<b>FROM</b>	<b>TO</b>	<b>SHOULDER MILES</b>	<b>REMARKS</b>
<b>BUS 40 WEST</b>				
	END CONC BARR-WALL AT 5TH ST.	ENC C & G AT SILAS CREEK PARKWAY	5.58	MAIN LINE RT SIDE
	END CONC BARR-WALL AT 5TH ST.	END GUARDRAIL E OF SILAS CREEK PKWY	5.37	MAIN LINE LEFT SIDE
	BUS 40 W	US 52 S	0.20	LOOP RT/LF SIDE
	US 52 S	BUS 40 E	0.20	LOOP RT/LF SIDE
	BUS 40 W	US 311 N	0.36	RAMP RT/LF SIDE
	US 311 N	BUS 40 W	0.32	LOOP RT/LF SIDE
	BUS 40 W	MAIN ST	0.29	RAMP RT/LF SIDE
	MAIN ST	BUS 40 W	0.09	RAMP RT/LF SIDE
	LIBERTY ST.	BUS 40 W	0.09	RAMP RT/LF SIDE
	BUS 40 W	CHERRY ST.	0.12	RAMP RT/LF SIDE
	BUS 40 W	BROAD ST.	0.19	RAMP RT/LF SIDE
	BROAD ST	BUS 40 W	0.19	LOOP RT/LF SIDE
	BUS 40 W	PETERS CREEK PKWY	0.20	RAMP RT/LF SIDE
	PETERS CREEK PARKWAY	BUS 40	0.19	LOOP RT/LF SIDE
	BUS 40 W	1ST ST.	0.17	RAMP RT/LF SIDE
	BUS 40 W	CLOVERDALE AVE	0.32	LOOP RT/LF SIDE
	CLOVERDALE AVE.	BUS 40 W	0.39	RAMP RT/LF SIDE
	BUS 40 W	STRATFORD RD.	0.18	RAMP RT/LF SIDE
	STRATFORD RD.	BUS 40	0.33	RAMP RT/LF SIDE
	BUS 40 W	STRATFORD RD. S	0.22	LOOP RT/LF SIDE
	BUS 40 W	KNOLLWOOD ST	0.17	RAMP RT/LF SIDE
	KNOLLWOOD ST	BUS 40	0.24	RAMP RT/LF SIDE
		<b>TOTAL</b>	<b>98.03</b>	

**North Carolina Department of Transportation  
LOCATION LIST**

Work Order Number: See Below

Contract Number: N/A

**DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST  
Forsyth County**

**Urban Primary Undivided**

<b>NAME</b>	<b>SR #</b>	<b>FROM</b>	<b>TO</b>	<b>SHOULDER MILES</b>	<b>REMARKS</b>
THOMASVILLE RD.	NC 109	US 421	CHARLES ST.	0.48	N & S
PETERS CREEK PARKWAY	NC 150	NC 67	BREWER RD.	2.80	E / W / MED
PETERS CREEK PARKWAY	NC 150	BEG C & G	END C & G	0.20	WEST
PETERS CREEK PARKWAY	NC 150	E. OF BREWER RD.	TO BREWER RD.	0.30	EAST
PETERS CREEK PARKWAY	NC 150	NC 67	US 421	6.80	E / W / MED
OLD HOLLOW RD.	NC 66	1840	W-S C/L	0.28	N & S
REYNOLD RD.	NC 67	1528	POLO RD.	0.24	WEST
REYNOLD RD.	NC 67	WFU	POLO RD.	2.56	E / W / MED
REYNOLD RD.	NC 67	POLO RD.	4463	1.84	E / W / MED
REYNOLD RD.	NC 67	4463	W-S C/L	6.06	E & W
SILAS CREEK PARKWAY	NC 67	WFU	US 421	2.98	MED
SILAS CREEK PARKWAY	NC 67	HAWTHORNE RD.	EBERT ST.	5.28	E / W / MED
SILAS CREEK PARKWAY	NC 67	LOCKLAND AVE.	SALISBURY RIDGE	1.20	E / W / MED
SILAS CREEK PARKWAY	NC 67	LOCKLAND AVE.	EBERT ST.	2.00	WEST
SILAS CREEK PARKWAY	NC 67	3153	HAWTHORNE RD.	0.37	EAST
SILAS CREEK PARKWAY	NC 67	TISELAND AVE.	END C & G	0.15	EAST
SILAS CREEK PARKWAY	NC 67	YORKSHIRE RD.	END C & G	0.18	EAST
SILAS CREEK PARKWAY	NC 67	1348	END C & G	0.12	EAST
SILAS CREEK PARKWAY	NC 67	PENNINGTON LN.	1348	0.28	EAST
SILAS CREEK PARKWAY	NC 67	1001	US 421	0.42	EAST
GERMANTON RD.	NC 8	HANES MILL RD.	VULCAN MAT.	0.24	NORTH
GERMANTON RD.	NC 8	HANES MILL RD.	VULCAN MAT.	0.38	SOUTH
STRATFORD RD.	US 158	US 421	W-S C/L	5.66	WEST
STRATFORD RD.	US 158	W-S C/L	W. BROOK PLAZA	3.27	EAST
STRATFORD RD.	US 158	NC 67	US 421	1.77	EAST
STRATFORD RD.	US 158	NC 67	HEALY DR.	0.40	MED
STRATFORD RD.	US 158	C/L W-S	LEWISVILLE-CLEMMONS	2.94	E & W
STRATFORD RD.	US 158	HARPER RD.	TANGLEWOOD	0.53	E & W
STRATFORD RD.	US 158	CATHERINE CROSBY BRIDGE		0.21	E & W
MLK JR. BLVD.	US 311	4325	US 52	2.32	E / W / MED
NEW WALKERTOWN RD.	US 311	WINSTON LAKE RD.	4325	4.40	N & S
			<b>TOTAL</b>	<b>56.66</b>	

**North Carolina Department of Transportation  
LOCATION LIST**

Work Order Number: See Below

Contract Number: N/A

**DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST**

Forsyth County

**Urban Secondary**

NAME	SR #	FROM	TO	SHOULDER MILES	REMARKS
COUNTRY CLUB RD.	1001	1122	W. W-S C/L	3.8	E & W
COUNTRY CLUB RD.	1001	1122	NC 67	4.02	E & W
HIGH POINT RD.	1003	4315	END C & G	0.16	E
JONESTOWN RD.	1122	3153	1001	1.26	N & S
ROBINHOOD RD.	1348	NC 67	NORMAN DR.	2.82	E & W
SHATTALON DR.	1393	BROWNSTONE RD.	END C & G	0.12	WEST
SHATTALON DR.	1393	NC 67	WILCO	0.18	E & W
FIFTH ST.	1508	1770	US 52	1.34	E & W
OLD YADKINVILLE RD.	1525	NC 67	BRIDGE	0.26	E & W
NORTHPOINT BLVD.	1528	BETHABARA RD.	LINN STATION	2.80	E / W / MED
NORTHPOINT BLVD.	1528	LINN STATION	1763	1.64	E & W
HANES MILL RD.	1672	US 52	END C & G	1.36	E & W
OAK SUMMIT RD.	1686	4000	MAURICE W. DR.	0.55	EAST
OAK SUMMIT RD.	1686	4000	MAURICE W. DR.	0.23	WEST
SHATTALON DR.	1686	MURRAY RD.	ENC C & G	0.13	EAST
SHATTALON DR.	1686	BETHANIA ST. RD.	MILL CREEK	0.36	E & W
BETHANIA RD.	1688	NC 67	W-S C/L	0.10	WEST
CHERRY ST.	1725	4000	4001	1.00	N / S / MED
CHERRY ST.	1725	4001	CRAFT DR.	1.22	N & S
CHERRY ST.	1725	1763	ENC C & G	0.12	N & S
CHERRY ST.	1725	1528	CRAFT DR.	0.32	SOUTH
CHERRY ST.	1725	4008	1770	2.04	N & S
UNIVERSITY PARKWAY	1725	4000	1770	3.62	N & S
UNIVERSITY PARKWAY	1725	4000	1770	4.30	MED.
INDIANA AVE.	1763	4001	1528	2.60	N & S
MARSHALL ST.	1770	1725	4008	2.04	N & S
MAIN ST.	1824	4315	US 421	0.64	N & S
OLD RURAL HALL RD.	2207	CONLEY ST.	2456	0.12	N & S
AKRON DR.	2264	1763	2456	2.22	E & W
LIBERTY ST.	2456	2207	MAIN ST.	6.98	N & S
OLD WALKERTOWN RD.	2456	2207	END C & G	0.16	E & W
CLEMMONSVILLE RD.	2747	3011	END C & G	0.30	E & W
CLEMMONSVILLE RD.	2747	NC 150	SIDES RD.	0.20	E / W / MED.
CLEMMONSVILLE RD.	2747	MAIN ST.	3825	3.34	E & W
CLEMMONSVILLE RD.	2747	OLD LEX. RD.	ENC C & G	0.40	E / W / MED.
OLD SALISBURY RD.	3011	BEG C & G	2747	0.2	N & S
HANES MALL BLVD.	3153	US 158	TARGET	0.7	WEST
HANES MALL BLVD.	3153	I-40	1122	0.45	WEST
HANES MALL BLVD.	3153	KOHL'S	NC 67	1.78	EAST
HANES MALL BLVD.	3153	NC 67	US 158	1.25	WEST
HANES MALL BLVD.	3153	NC 67	MALL ENTR.	0.34	MED.
HANES MALL BLVD.	3153	I-40	BROOKHILL RD.	0.28	MED.
HANES MALL BLVD.	3153	1122	I-40	0.14	EAST
SILAS CREEK PARKWAY	3173	NC 150	I-40	2.36	E / W / MED.

## Urban Secondary

NAME	SR #	FROM	TO	SHOULDER MILES	REMARKS
SILAS CREEK PARKWAY	3173	KONNOAK DR.	I-40	0.54	E & W
FOURTH ST.	3257	1770	US 52	1.32	E & W
UNIVERSITY PARKWAY	4000	1920	1672	0.53	SOUTH
UNIVERSITY PARKWAY	4000	US 52	TARGET	3.36	N / S / MED
UNIVERSITY PARKWAY	4000	BETHABARA PK. BLVD.	1528	0.74	SOUTH
UNIVERSITY PARKWAY	4000	RANCH DR.	1725	5.64	N / S / MED
UNIVERSITY PARKWAY	4000	1725	BROWNSBORO	1.4	NORTH
UNIVERSITY PARKWAY	4000	1528	TARGET	1.11	NORTH
UNIVERSITY PARKWAY	4000	1528	TARGET	0.26	MED.
REYNOLDS BLVD.	4001	2264	1763	0.36	E & W
REYNOLDS BLVD.	4001	1763	4000	4.96	E / W / MED.
HIGH ST.	4008	US 421	1725	0.4	E & W
S. MAIN ST.	4205	US 52	US 52	0.26	N & S
WAUGHTOWN ST.	4315	US 421	BROOKSTOWN	0.5	E & W
WAUGHTOWN ST.	4315	BROOKSTOWN	END OF MEDIAN	1.2	E / W / MED.
WAUGHTOWN ST.	4315	END OF MEDIAN	MAIN ST.	0.86	E & W
WAUGHTOWN ST.	4315	MAIN ST.	1003	8.02	E & W
MLK JR. BLVD.	4325	4315	US 311	6.56	N / S / MED
THOMASVILLE RD.	4325	3825	4315	1.74	N & S
STADIUM DR.	4326	US 52	4325	0.48	E / W / MED.
FAYETTEVILLE ST.	4341	4315	D/E	0.7	E & W
FAIRLAWN DR.	4463	BEG C & G	END C & G	0.18	WEST
			TOTAL	101.37	

North Carolina Department of Transportation  
LOCATION LIST

Contract Number: N/A

Work Order Number: See Below  
DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST  
Rowan County

SHOULDER MILES		PRIMARY Undivided	ROUTES	FROM	TO	REMARKS
PRIMARY Divided	URBAN Secondary					
		3.4	US 29A	US 29	Tom Street	
		1.1	152W	US 29	Mitchell Street	
		3.4	29A	Centerview Street	Old Airport Road	
		0.8	153W	US 29A	End of Curb & Gutter	
	2.00		Chapel Street	Earnhart Avenue	South Beaver	
	2.1		Ryder Avenue	US 29	Mt. Moriah Church Road	
		5.6	29N	Salisbury/Spencer CL	Sowers Road	
	0.8		Whitehead Avenue	Jefferson Street	3rd Street	
	1.4		3rd Street	US 29	Charles Street	
	1.2		7th Street	US 29	Baldwin Avenue	
		12.8	US 70-601	Jake Alexander Blvd.	Statesville Blvd.	
	3.2		Statesville Blvd.	West Innes	Jake Alexander Blvd.	
		8.00	29S	Sunset Drive	West Monroe Street	
5.80			US 70 W	Jake Alexander Blvd.	Hurley School Road	concrete divided
1.6		0.8	US 70 W	Hurley School Road	Kepley Drive	grass island
			150 W	US 29	End of Curb & Gutter	
3.8			US 70	Kepley Road	School Street	
		1.30	US 52	Sunset Drive	North Hambley Street	
		0.40	NC 152	US 52	Shinn Street	
	0.27		Depot Road	US 52	Bost Circle	
	0.20		Cannon Street	NC 152	Cal-Miller Road	
	0.20		St. Lukes Church Road	US 52	East .20 miles	
		2.30	US 52	Dunns Mt. Rd	Granite Quarry City Limit Sign	
	1.30		Old 80	Faith Road	Balfour Quarry Road	
	0.20		West Bank	US 52	North Walnut Street	
	0.80		Byrd Rd	Main Street - GQ	Barringer Street	
		1.40	US 52	Salisbury City limit Sign	US 29	
0.70			Old Concord	Harold Street	East Horah Street	
		5.02	Long Street	East Horah Street	Longsferry Road	
		0.97	Andrew Street	US 29	I-85	
4.70			I-85	Mile Marker 63	Mile Marker 82	
16.60	20.42	41.30	Shoulder Miles (Total)			

North Carolina Department of Transportation  
LOCATION LIST

Work Order Number: See Below

Contract Number: N/A

DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST  
ROWAN COUNTY - Curb & Gutter Distances

SHOULDER MILES			ROUTES	FROM	TO	REMARKS
PRIMARY Divided	URBAN Secondary	PRIMARY Undivided				
		3.4	US 29A	US 29	Tom Street	
		1.1	152W	US 29	Mitchell Street	
		3.4	29A	Centerview Street	Old Airport Road	
		0.8	153W	US 29A	End of Curb & Gutter	
	2.00		Chapel Street	Earnhart Avenue	South Beaver	
	2.1		Ryder Avenue	US 29	Mt. Moriah Church Road	
		5.6	29N	Salisbury/Spencer CL	Sowers Road	
	0.8		Whitehead Avenue	Jefferson Street	3rd Street	
	1.4		3rd Street	US 29	Charles Street	
	1.2		7th Street	US 29	Baldwin Avenue	
		12.8	US 70-601	Stokesferry Road	Statesville Blvd.	
	3.2		Statesville Blvd.	West Innes	Jake Alexander Blvd.	
		8.00	29S	Sunset Drive	West Monroe Street	
5.80			US 70 W	Jake Alexander Blvd.	Hurley School Road	concrete divided
1.6			US 70 W	Hurley School Road	Kepley Drive	grass island
		0.8	150 W	US 29	End of Curb & Gutter	
3.8			US 70	Kepley Road	School Street	grass island
11.20	10.7	35.90	Shoulder Miles (West)			



North Carolina Department of Transportation  
LOCATION LIST

Work Order Number: See Below

Contract Number: N/A

DESCRIPTION: SWEEPING ON STATE HIGHWAY SYSTEM ON VARIOUS ROUTES UPON REQUEST  
ROWAN COUNTY - Curb & Gutter Distances

SHOULDER MILES			PRIMARY Undivided	ROUTES	FROM	TO	REMARKS
PRIMARY Divided	URBAN Secondary						
		1.30	US 52	Sunset Drive	North Hambley Street		
		0.40	NC 152	US 52	Shinn Street		
	0.27		Depot Road	US 52	Bost Circle		
	0.20		Cannon Street	NC 152	Cal-Miller Road		
	0.20		St. Lukes Church Road	US 52	East .20 miles		
		2.30	US 52	US 52	Dunns Mt. Road to City Limit Sign		
	1.30		Main Street - GQ	Faith Road	Balfour Quarry Road		
	0.20		West Bank	US 52	North Walnut Street		
	0.80		West Peeler	Main Street - GQ	Barringer Street		
0.70		1.40	US 52	City limit Sign	US 29		
	0.76		Old Concord	Harold Street	East Horah Street		
	5.02		Long Street	East Horah Street	Longsferry Road		
4.70	0.97		Andrew Street	US 29	I-85		
			I-85				
5.40	9.72	5.40	Shoulder Miles (East)				

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

Contract Number: Sweep 2012

DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN FORSYTH AND ROWAN COUNTIES

## **FORSYTH COUNTY**

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	NA	ROUTINE SWEEPING "URBAN PRIMARY DIVIDED" (NIGHT TIME ONLY)	175	SM		
2	NA	ROUTINE SWEEPING "URBAN SECONDARY"	175	SM		
3	NA	ROUTINE SWEEPING "URBAN PRIMARY UNDIVIDED"	80	SM		
4	NA	ADDITIONAL SWEEPING	30	SM		
5	NA	DEBRIS DISPOSAL	300	TON		

*\*The Contractor shall note that the above mentioned quantities are used only for figuring the low responsible bidder and are estimates. Actual quantities will be on an "as needed" basis, subject to funding availability.*

**TOTAL BID FOR PROJECT:**

CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_

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

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

Reviewed by \_\_\_\_\_ (date)

Accepted by NCDOT \_\_\_\_\_ Engineer \_\_\_\_\_ (date)

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

Contract Number: Sweep 2012

DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN FORSYTH AND ROWAN COUNTIES

## ROWAN COUNTY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	NA	ROUTINE SWEEPING "URBAN PRIMARY DIVIDED" (NIGHT TIME ONLY)	25	SM		
2	NA	ROUTINE SWEEPING "URBAN SECONDARY"	30	SM		
3	NA	ROUTINE SWEEPING "URBAN PRIMARY UNDIVIDED"	60	SM		
4	NA	ADDITIONAL SWEEPING	30	SM		
5	NA	DEBRIS DISPOSAL	150	TON		

*\*The Contractor shall note that the above mentioned quantities are used only for figuring the low responsible bidder and are estimates. Actual quantities will be on an "as needed" basis, subject to funding availability.*

**TOTAL BID FOR PROJECT:**

CONTRACTOR \_\_\_\_\_  
ADDRESS \_\_\_\_\_

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

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

Reviewed by \_\_\_\_\_ (date)

Accepted by NCDOT \_\_\_\_\_ Engineer \_\_\_\_\_ (date)