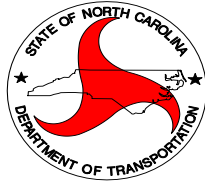


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 10
ROADSIDE ENVIRONMENTAL

CONTRACT PROPOSAL

WBS ELEMENT: 10.106011A etc.

DESCRIPTION: Highway Sweeping Division 10

LOCATION: Various Bridges and Roadways in Division 10

BID OPENING: Wednesday, May 16th, 2012

DATE of AVAILABILITY: July 1st, 2012

COMPLETION DATE: July 1st, 2013

NOTICE:

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

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

*****DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!*****

RETURN BIDS TO:

**Mr. Tim Simpson
NCDOT- Division 10
W. Main Street
Albemarle, NC 28001**

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 form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink. Only original copies will be accepted. Photocopies of completed bid forms will not be accepted.
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 form 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 form.
5. The total amount bid shall be written in figures in the proper place on the bid form. 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. No corrections should be made using correction fluid or tape such as "White-Out" or similar products. Any bid submitted with changes made using correction fluid/tape, will be considered an irregular bid.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE ENTIRE CONTRACT PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO THE DIVISION 10 OFFICE AT 716 W. MAIN STREET, ALBEMARLE, NC BY 10:30 A.M. ON WEDNESDAY, MAY 16, 2012.**
12. The sealed bid must display the following statement on the front bottom left corner of the sealed envelope:

**QUOTATION FOR HIGHWAY SWEEPING DIVISION 10, TO BE OPENED AT 10:30 A.M.
ON WEDNESDAY, MAY 16, 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:

**MR. Tim Simpson
NCDOT- DIVISION 10
716 W. Main St.
Albemarle, NC 28001**

AWARD OF CONTRACT

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

PURCHASE ORDER CONTRACT

Standard Provisions

GENERAL

This contract is for the work of sweeping at various locations in Anson, Cabarrus, Stanly, Mecklenburg and Union Counties. This work shall include, but not be limited to, the furnishing of all equipment, tools, materials, transportation, and labor necessary for the prosecution and completion of the work.

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 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.

CONTRACT AVAILABILITY AND EXTENSION(S)

The date of availability for the contract is July 1, 2012. The completion date for this contract shall be July 1, 2013.

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for two (2) additional periods of one (1) year each (maximum three- (3) year's total). The unit bid prices will be increased by three (3) percent for each one-year extension. 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 by June 15 of the respective year, if the contract may be extended. The Contractor must notify the Engineer in writing by July 1 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension. If the term of the contract is extended, the date of availability in succeeding years will be July 1, 2013, and July 1, 2014 and the completion dates shall be July 1, 2014, and July 1, 2015 respectively.

CYCLE

A cycle shall constitute the completion of all locations on the Sweeping Log. A minimum of two completed cycles per year shall be required. The first cycle period shall begin on July 1st and conclude on September 30th. The second cycle period shall begin on April 1st and conclude on June 30th. No changes or alterations to the above cycle period schedule shall be allowed without the expressed written consent of the Engineer.

Should the Contractor fail to complete a cycle within the scheduled time frame, liquidated damages will be imposed until what time the Contractor has completed the cycle.

Liquidated damages for each cycle are One Hundred Dollars (\$100.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **all roads and bridges not listed for night operations** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**[Monday thru Friday]
6:00am to 9:00am
4:00pm to 6:00pm**

In addition, the Contractor shall not close or narrow a lane of traffic on **[road name]**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 pm** December 31st and **9:00 am** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 am** the following Tuesday.
3. For **Easter**, between the hours of **6:00 pm** Thursday and **9:00 am** Monday.
4. For **Memorial Day**, between the hours of **6:00 pm** Friday and **9:00 am** Tuesday.
5. For **Independence Day**, between the hours of **6:00 pm** the day before Independence Day and **9:00 am** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 pm** the Thursday before Independence Day and **9:00 am** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 pm** Friday and **9:00 am** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 pm** Tuesday and **9:00 am** Monday.
8. For **Christmas**, between the hours of **6:00 pm** the Friday before the week of Christmas Day and **9:00 am** the following Tuesday after the week of Christmas Day.
9. **The Contractor should be aware that after the contract starts and traffic patterns are reviewed the Engineer may adjust the time restrictions.**

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$ 1000.00)** per hour or portion thereof.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED
DAMAGES:**

(2-20-07)

108

SPI G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **all roads and bridges shown to be performed at night** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**[Monday thru Friday]
6:00am to 8:00pm**

In addition, the Contractor shall not close or narrow a lane of traffic on **roadways to be performed during night operations** during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **6:00 am** December 31st and **8:00 pm** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 pm** the following Tuesday.
3. For **Easter**, between the hours of **6:00 am** Thursday and **8:00 pm** Monday.
4. For **Memorial Day**, between the hours of **6:00 am** Friday and **8:00 pm** Tuesday.
5. For **Independence Day**, between the hours of **6:00 am** the day before Independence Day and **8:00 pm** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **6:00 am** the Thursday before Independence Day and **8:00 pm** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **6:00 am** Friday and **8:00 pm** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 am** Tuesday and **8:00 pm** Monday.

8. For **Christmas**, between the hours of **6:00 am** the Friday before the week of Christmas Day and **8:00 pm** the following Tuesday after the week of Christmas Day.
9. **The Contractor should be aware that after the contract starts and traffic patterns are reviewed the Engineer may adjust the time restrictions.**

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **One Thousand Dollars (\$ 1000.00)** per hour or portion thereof.

NIGHT SWEEPING OPERATIONS

Contractor should be aware that additional information pertaining to night operation is included in this contract as well as additional sheets labeled as plan sheets that should be down loaded from the NCDOT web page. The Department has the option to change these during the life of the contract.

AUTHORITY OF THE ENGINEER

The engineer for this project shall be the Division Engineer, Division Ten, 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, as to the rate of progress of the work, as to the interpretation of the contract, and 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 – TERMINATION OF CONTRACT

Payment made on this contract are subject to availability of funds as appropriated by the General Assembly. If the General Assembly fails to appropriate 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.

CONTRACT PAYMENT AND PERFORMANCE 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 Construction contracts of \$300,000 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 for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$300,000. 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 notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

The contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity.

The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

All persons when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt, or jacket which meets the color and reflectivity requirements of the **Manual of Uniform Traffic Control Devices (MUTCD)**.

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by this 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 sub-article 108-7 of the **Standard Specifications**.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 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 and 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 of the project shall be present.

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 precaution to

prevent damage to pipes, conduits and other underground structures: to poles, wires, cables and other overhead structures; and to plantings.

The Contractor shall conduct his operations so as 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 within two hours of the aforesaid damage. Damage to STOP signs shall be repaired by the contractor immediately and reported to the Engineer within two hours of the aforesaid damage. Such signs may be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they 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 to a 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 and to the Department. In case of failure on the part of the Contractor to restore such 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.

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 damage 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. Acceptance of this contract shall be regarded as the Contractor's agreement to this provision.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications. The approval of any subcontract will not release the Contractor of his liability under the contract, nor will the

Subcontractor or the second tier Subcontractor have any claim against the Department of Transportation by reason of the approval of the subcontract.

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.

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.

AWARD OF CONTRACT

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

The contract for Highway Sweeping in Anson, Cabarrus, Mecklenburg, Stanly and Union Counties will be awarded based on the lowest responsible bidder.

PURCHASE ORDER CONTRACT

SPECIAL PROVISIONS

PROSECUTION AND PROGRESS

The Contractor will begin and finish each cycle shown in “Sweeping Log Contractor’s Copy” under the project special Provisions – Attachment A, in a timely manner. This Contract shall consist of two (2) sweeping cycles. Cycle # 1 will begin July 1st, and end September 30th, Cycle 2 will begin April 1st and end June 30th.

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 functions 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, shoveling, and disposal of the material.**

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, the Contractor will encounter objects larger than what a sweeper can remove. Objects such as, but not limited to tires, tire parts, hub caps, large stones, boxes, tree limbs/bark, wood, cable, large silt and grass combination etc. may be encountered by the Contractor. At such time, the Contractor shall remove these objects by hand if sweeper operations are unsuccessful.

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

ROUTINE SWEEPING

The cleaning, removing or picking up of all foreign material not intentionally 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 aggregate, and undesirable grasses and other accumulated material or foreign matter, from designed pavement areas and the disposal of such material at a location outside of the right-of way. The designated area is a swath adjacent to a barrier wall, curb and gutter, or adjacent to a bridge curb/rail, measured in shoulder miles. A swath begins at the barrier wall, curb and gutter, or the bridge curb/rail, and shall be a minimum of seven (7) feet in width.

ADDITIONAL SWEEPING

Any sweeping required to be done which is not part of “routine” sweeping. Additional sweeping will be performed only when directed by the Engineer. For example: the contractor may be asked but not limited to sweeping sub-division roadways before Bituminous paving operations can be retreated. If a TMA is needed with the Vacuum Sweeper the “Additional Sweeping & TMA” pay item will be used.

Payment will be made under:

Pay Item:	Pay Unit:
Additional Sweeping	Hour
Additional Sweeping & TMA.....	Hour

Multilane Divided non Interstate Roadways

The cleaning, removing or picking up of all foreign material not intentionally 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 aggregate, and undesirable grasses and other accumulated material or foreign matter, from designed pavement areas and the disposal of such material at a location outside of the right-of way. The designated area is a swath adjacent to a barrier wall, curb and gutter, or adjacent to a bridge curb/rail, measured in shoulder miles. A swath begins at the barrier wall, curb and gutter, or the bridge curb/rail, and shall be a minimum of seven (7) feet in width.

Contractor should be aware that when sweeping operations are performed on the “Multilane Divided non Interstate Roadways” 1101.02 sheet 12 &13 of 15 of the” NCDOT January 2012 Roadway Standard Drawing” will be followed.

Payment will be made under:

Pay Item:	Pay Unit:
Multilane Divided non Interstate Road Sweeping.....	Shoulder Mile

INTERSTATE SWEEPING

The Contractor should be aware that sometime during this contract he/she may be asked to sweep a section of roadway on the Interstate system. This will not be a regular occurrence. Contractor should be aware that when sweeping operations are performed on the Interstates Section 1101.02 sheet 12 & 13 of 15 of the "NCDOT January 2012 Roadway Standard Drawing" will be followed.

Payment will be made under:

Pay Item:

Pay Unit:

Interstate SweepingShoulder Mile

ROAD IMPROVEMENTS

Sweeping mileage additions and deletions during the course of the contract may be effected by the Department at the Engineer's discretion. Any additions to the system will be paid for at the "Routine Sweeping" unit price. No compensation or adjustments will be made for deleted sweeping mileage. NCDOT may add to or remove any roadway or bridge sections to be swept during this contract at any time.

In the event a road rehabilitation or improvement project is under construction or a municipality elects to perform sweeping operations on selected streets where cleaning is scheduled, that portion of cleaning cycle will be deleted from the sweeping log at the direction of the Department. The section(s) or roads deleted may be re-entered at the first scheduled cycle following completion of the road, following a rehabilitation or improvement construction project or at what time a municipality decides to cease sweeping operation on selected streets.

It is understood that during the course of the contract, routes may be added 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.

EQUIPMENT REQUIRMENTS

The Contractor shall furnish a minimum of two "Vacuum Sweeper Units" of sufficient type, capacity, and quantity to safely and efficiently perform and complete the sweeping work as specified in the Special Provisions within the prescribed cycle schedule time limits. The Contractor shall display the Company name on each piece of equipment.

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 within the required cycle schedule.

All sweepers shall 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 capability of any proposed equipment. All vehicles used by the contractor must be performance worthy by visual and operational inspection.

Contractor shall follow all procedures set forth in the “NCDOT January 2012 Roadway Standard Drawings”.

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

All traffic control items are considered incidental to various other contract items, unless there is a specific pay item listed on the bid sheet for an item.

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. 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. Special events may delay or cause the postponement of sweeping on a given period of time. No work is to be performed during adverse weather such as heavy rains, fog, high winds, snow and ice storms, and other inclement weather conditions.

The distance between the Sweeper and the Buffer Truck will vary due to sight distance needs. However, it is critical that the operators be aware that if the gap is too great, motorists will attempt to pass and may cut into the middle of the caravan of operation. For this reason, operators are advised to be constantly aware of approaching traffic and make reasonable adjustments as needed to prevent motorists from entering the space between the Sweeper and the Buffer Truck, thereby safeguarding the caravan operations from potential accidents. Radio communication between vehicles is recommended.

The Work Zone shall not exceed five (5) miles in length. The total distance between the first and last vehicle in the caravan should be no more than approximately one (1) mile in length.

HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operation encounters or exposes any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operation shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

REMOVAL AND DISPOSAL OF DEBRIS

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of all materials shall be any public sanitary landfills approved by the State of North Carolina Solid Waste Management Division or other sites approved by the NCDOT Engineer.

STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.

NOTIFICATION OF OPERATIONS

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, determined by the Engineer. The Contractor shall notify the Engineer of his proposed work scheduled on a weekly basis. The contractor shall notify the Engineer each morning, prior to 8:30 AM of the work accomplished within the previous 24 hours. The Contractor shall keep a log of work accomplished on the form supplied by the Department. The Contractor and the Engineer shall meet at the end of each cycle to reconcile their respective logs of work accomplished.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. **Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Engineer's inspector.** It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan. The contact person for this project will be Mr. Tim Simpson, Tim may be reached at (704) 982-1028. Mr. Simpson can be reached by e-mail at tsimpson@ncdot.gov

BASIS OF ACCEPTANCE

Acceptance will be made only after the satisfactory completion of all required work in the subject cycle. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

METHOD OF MEASUREMENT

The quantity of "Routine Sweeping" to be paid for will be the actual number of shoulder miles, measured along the surface of the ground which have been swept and accepted.

The quantity of "Additional Sweeping" to be paid for will be the actual number of hours the Contractors equipment was performing sweeping operations which were directed by the Engineer or his representative.

BASIS OF PAYMENT

The quantity of “Routine Sweeping”, measured as provided above, will be paid for at the contract unit price per shoulder mile for the various highway systems.

The quantity of “Additional Sweeping”, measured as provided above, will be paid for at the contract unit price per hour for the various highway systems.

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

Payment will be made to the Contractor on a monthly basis for work accomplished and accepted.

Routine Sweeping.....	Shoulder mile
Additional Sweeping	Hour
Additional Sweeping & TMA.....	Hour
Interstate Sweeping.....	Shoulder Mile
Multilane Divided non Interstate Road Sweeping.....	Shoulder Mile

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

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

102-15(J)

SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.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

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.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 goals. 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

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

- (B) Women Business Enterprises **[0]** %
 - (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
 - (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link.
<https://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, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

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 goals or making good faith efforts to meet

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

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

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

Written Documentation – Letter of Intent

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

The documentation shall be received in the office of the Engineer no later than 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 for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 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 (6) 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 goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising 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.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening 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 requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or

managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

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

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

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

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

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

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

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

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments 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 *2012 Standard Specifications* may be cause to disqualify the Contractor.

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 5-15-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

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

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

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

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 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: $W = LD\sqrt{P} \div 148,000$

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

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

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

LISTING OF MBE & WBE SUBCONTRACTORS

Sheet _____ of _____

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

<p>* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE and/or WBE subcontractor, and these prices will be used to determine the percentage of the MBE and/or WBE participation in the contract.</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: right;">** Dollar Volume of MBE Subcontractor</td> <td style="text-align: left;">\$ _____</td> </tr> <tr> <td style="text-align: right;">MBE Percentage of Total Contract Bid Price</td> <td style="text-align: left;">_____ %</td> </tr> <tr> <td style="text-align: right;">** Dollar Volume of WBE Subcontractor</td> <td style="text-align: left;">\$ _____</td> </tr> <tr> <td style="text-align: right;">WBE Percentage of Total Contract Bid Price</td> <td style="text-align: left;">_____ %</td> </tr> </table>	** Dollar Volume of MBE Subcontractor	\$ _____	MBE Percentage of Total Contract Bid Price	_____ %	** Dollar Volume of WBE Subcontractor	\$ _____	WBE Percentage of Total Contract Bid Price	_____ %
** Dollar Volume of MBE Subcontractor	\$ _____								
MBE Percentage of Total Contract Bid Price	_____ %								
** Dollar Volume of WBE Subcontractor	\$ _____								
WBE Percentage of Total Contract Bid Price	_____ %								

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

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

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

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.) | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.) |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.) | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.) |
| <input type="checkbox"/> OTHER / SPECIFY _____ | |

SOCIAL SECURITY _____ - _____ - _____ (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 _____)

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).

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

Contract No. _____
County _____

Rev. 4-19-11

**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

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

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

NOTARY SEAL

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ 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

Signature of Witness

Signature of Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

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

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

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

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

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

If Corporation, affix Corporate Seal and

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

Address as Prequalified

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

If Corporation, affix Corporate Seal

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

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

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

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

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

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

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Individual name

Trading and doing business as _____
Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

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

Contract No. _____
County _____

Rev. 4-19-11

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification

COUNTY	ROUTE	BRIDGE	OVER
CABARRUS	1ST ST.	120109	US 29
CABARRUS	AIRPORT RD.	120128	LITTLE COLD WATER CREEK
CABARRUS	AIRPORT RD.	120129	COLD WATER CREEK
MECKLENBURG	ALEXANDERANA RD.	590350	I-77
UNION	ALLEN ST.	890477	RR
MECKLENBURG	AMOS SMITH RD.	590157	R/R
CABARRUS	ARCHER ST.	120017	CODDLE CREEK
MECKLENBURG	ARROWOOD RD.	590809	I-485
STANLY	AUSTIN RD.	830171	BIG BEAR CREEK
STANLY	AUSTIN RD.	830187	LONG CREEK
MECKLENBURG	BACK CREEK CHURCH RD.	590186	BACK CREEK
MECKLENBURG	BARTLETT RD.	590486	I-485
UNION	BAUCOM DEESE RD.	890017	STUMPLICK BRANCH
MECKLENBURG	BEATTIES FORD RD	590107	McINTYRE CREEK
MECKLENBURG	BEATTIES FORD RD	590129	McDOWELL BRANCH
MECKLENBURG	BEATTIES FORD RD	590133	LONG CREEK
MECKLENBURG	BEATTIES FORD RD	590223	I-85
MECKLENBURG	BELMEADE DR.	590145	LONG CREEK
STANLY	BIG LICK-STANFIELD RD.	830125	ISLAND CREEK
ANSON	BILL CURLEE RD.	30184	LANES CREEK
CABARRUS	BLACKWELDER RD.	120193	CODDLE CREEK
ANSON	BLONNIE ROSS RD.	30193	RICHARDSON CREEK
CABARRUS	BRANTLEY RD.	120056	LAKE FISHER
CABARRUS	BRANTLEY RD.	120144	I-85
UNION	BRIEF RD.	890003	GOOSE CREEK
CABARRUS	BRUTON SMITH BVLD.	120348	I-85
MECKLENBURG	BUD HENDERSON RD.	590128	McDOWELL CREEK
CABARRUS	CABARRUS AVE.	120266	RR
CABARRUS	CABARRUS AVE.	120267	IRISH BUFFALO CREEK
CABARRUS	CABARRUS STATION RD.	120145	BRANCH OF CLEAR CREEK
MECKLENBURG	CALDWELL RD.	590841	I-485
ANSON	CAMDEN CHURCH RD.	30152	LEGGETT BRANCH
ANSON	CAMDEN RD.	30169	LEGGETT BRANCH
MECKLENBURG	CAMP STEWART RD.	590061	McKEES CREEK
MECKLENBURG	CARMEL RD.	590651	I-485
MECKLENBURG	CATWABA AVE.	590019	I-77
CABARRUS	CENTERGROVE RD.	120041	LAKE CONCORD
CABARRUS	CENTERGROVE RD.	120042	LAKE CONCORD
CABARRUS	CENTERGROVE RD.	120053	COLD WATER CREEK
CABARRUS	CENTERGROVE RD.	120139	I-85
UNION	CHARLOTTE AVE.	890362	RR
MECKLENBURG	CINDY LANE	590312	I-77
ANSON	CITY POND RD.	30075	N. FOLK OF JONES CREEK
MECKLENBURG	CLANTON RD.	590202	I-77
MECKLENBURG	CLARKSON ST.	590126	I-77
UNION	CONCORD AVE.	890034	US 74
CABARRUS	COOPERFIELD BLVD.	120133	I-85
UNION	CORNITH CHURCH RD.	890204	BEAVER DAM CREEK

NIGHT TIME

NIGHT TIME

NIGHT TIME

ANSON	COUNTRY CLUB RD.	30051	S. FOLK OF JONES CREEK	
CABARRUS	COX MILL RD.	120006	CLARK CREEK	
ANSON	CRIBS CREEK RD.	30199	RICHARDSON CREEK	
UNION	CUTHERBERSON RD.	890223	W. FOLK OF 12 MILE CREEK	
CABARRUS	DERITA RD.	120003	ROCKY RIVER	
MECKLENBURG	DOWD RD.	590138	TRIB OF LAKE WYLIE	
MECKLENBURG	DOWD RD.	590155	R/R	
MECKLENBURG	E. MALLARD CREEK CH. RD.	590084	MALLARD CREEK	
MECKLENBURG	E. MALLARD CREEK CH. RD.	591020	MALLARD CREEK	
MECKLENBURG	E. MOREHEAD RD.	590163	SOUTH BLVD.	NIGHT TIME
ANSON	E. OLD US 74	30292	RR	
UNION	EAST LAWYERS RD.	890023	RICHARDSON CREEK	
MECKLENBURG	EASTWAY DR.	590052	R/R	NIGHT TIME
MECKLENBURG	EASTWAY DR.	590182	US 74	NIGHT TIME
MECKLENBURG	EASTWAY DR.	590530	BRIAR CREEK	NIGHT TIME
MECKLENBURG	ELM LANE	590644	I-485	
UNION	FORREST LAWN DR.	890234	12 MILE CREEK	
MECKLENBURG	FREEDOM DRIVE	590122	US 74	
CABARRUS	GARMON MILL RD.	120141	ROCKY RIVER	
ANSON	GATEWOOD STATION RD.	30045	JONES CREEK	
CABARRUS	GEORGE LILES PARKWAY	120084	I-85	
ANSON	GERMAN HILL RD.	30171	RR	
ANSON	GERMAN HILL RD.	30172	LANES CREEK	
ANSON	GERMAN HILL RD.	30173	BRANCH OF LANES CREEK	
MECKLENBURG	GILEAD RD.	590112	McDOWELL CREEK	
MECKLENBURG	GILEAD RD.	590356	I-77	
MECKLENBURG	GLENWOOD DRIVE	590192	I-85	
MECKLENBURG	GRAHAM ST.	590249	I-85	
ANSON	GRASSY ISLAND RD.	30007	BROWN CREEK	
MECKLENBURG	GRIFFITH ST.	590364	I-77	
UNION	GRIFFITH ST.	890151	RICHARDSON CREEK	
UNION	GRIFFITH ST.	890156	RICHARDSON CREEK	
ANSON	GROVER BENNETT RD.	30072	US 74	
MECKLENBURG	HAMBRIGHT RD.	590353	I-77	
CABARRUS	HARRIS RD.	120008	CLARK CREEK	
CABARRUS	HARRIS RD.	120009	ROCKY RIVER	
MECKLENBURG	HARRISBURG RD.	590921	I-485	
STANLY	HARTSELL RD.	830099	LONG CREEK	
UNION	HASTY RD.	890288	LANES CREEK	
CABARRUS	HICKORY RIDGE RD.	120163	REEDY CREEK	
CABARRUS	HICKORY RIDGE RD.	120164	FUDA CREEK	
CABARRUS	HICKORY RIDGE RD.	120165	BLACK CREEK	
ANSON	HIGH ROCK CRUSHER RD.	30304	LANES CREEK	
ANSON	HOME TOWN RD.	30251	BRANCH OF SWAN CREEK	
MECKLENBURG	HOOD RD.	590059	REEDY CREEK	
UNION	HUNNINGTON DR.	890283	BRANCH	
MECKLENBURG	IDLEWILD RD.	590814	I-485	
MECKLENBURG	JOSH BIRMINGHAM RD.	590024	US 521	NIGHT TIME
MECKLENBURG	JOSH BIRMINGHAM RD.	590037	US 521	NIGHT TIME
MECKLENBURG	JOSH BIRMINGHAM RD.	590464	HARLEE AVE.	NIGHT TIME

NIGHT TIME

MECKLENBURG	JOSH BIRMINGHAM RD.	590465	R/R
CABARRUS	LAKE ROGERS RD.	120033	BUFFALO CREEK
MECKLENBURG	LAKEVIEW RD.	590334	I-77
MECKLENBURG	LANCASTER HIGHWAY	590049	McALPINE CREEK
UNION	LANDSFORD RD.	890101	LANES CREEK
UNION	LANDSFORD RD.	890104	LANES CREEK
CABARRUS	LANE ST.	120062	LAKE FISHER
CABARRUS	LANE ST.	120147	I-85
MECKLENBURG	LASALLE ST.	590153	I-77
MECKLENBURG	LAWYERS RD.	590925	I-485
UNION	LAWYERS RD.	890069	JACK'S BRANCH
MECKLENBURG	LEBANON RD.	590036	IRWIN CREEK
MECKLENBURG	LITTLE ROCK RD.	590066	R/R
CABARRUS	LITTLE TEXAS RD.	120230	CREEK
UNION	LOVE MILL RD.	890208	ROCKY RIVER
UNION	MAGGIE ROBINSON RD.	890377	WAXHAW CREEK
STANLY	MAIN STREET (UPTOWN)	830040	TOWN CREEK
MECKLENBURG	MALLARD CREEK RD.	590083	CREEK
UNION	MARTIN LUTHER KING BLVD.	890530	NC 75
UNION	MARTIN LUTHER KING BLVD.	890531	RR
MECKLENBURG	MATTHEWS-WEDDINGTON RD.	590715	I-485
MECKLENBURG	McCOY RD.	590100	GAR CREEK
MECKLENBURG	McCOY RD.	590109	TORRENCE CREEK
MECKLENBURG	McKEE RD.	590740	I-485
MECKLENBURG	McLLWAINE RD.	590130	McDOWELL CREEK
ANSON	McRAE RD.	30039	JONES CREEK
UNION	MEDLIN RD.	890147	LAKE LEE
CABARRUS	MIAMI CHURCH RD.	120131	COLD WATER CREEK
CABARRUS	MIAMI CHURCH RD.	120137	DUTCH BUFFALO CREEK
STANLY	MILLINGPORT RD.	830035	LONG CREEK
STANLY	MILLINGPORT RD.	830052	LITTLE BEAR CREEK
MECKLENBURG	MONROE RD.	590212	McALPINE CREEK
MECKLENBURG	MOORES CHAPEL RD.	590028	I-85
CABARRUS	MOREHEAD RD.	120186	MALLARD CREEK
UNION	MORGAN ACADEMY	890337	BRANCH OF ROCKY RIVER
STANLY	MOUNTAIN CREEK RD.	830009	RR
MECKLENBURG	MT. HOLLY-HUNTERSVILLE RD.	590355	I-77
CABARRUS	MT. PLEASANT RD.	120239	McALLISTER CREEK
MECKLENBURG	N. CALDWELL ST.	590318	I-277
MECKLENBURG	N. DAVIDSON ST.	590317	I-277
MECKLENBURG	NATIONS FORD RD.	590005	McCULLOUGH CREEK
MECKLENBURG	NATIONS FORD RD.	590136	I-77
MECKLENBURG	NATIONS FORD RD.	590602	I-485
ANSON	NC 109	30011	DEADFALL CREEK
ANSON	NC 109	30024	RR
ANSON	NC 109	30034	RR
ANSON	NC 109	30057	ROCKY RIVER
STANLY	NC 138	830016	LONG CREEK
ANSON	NC 145	30010	RR
ANSON	NC 145	30027	JONES CREEK

MECKLENBURG	NC 16	590354	I-85
MECKLENBURG	NC 16	590363	CATWABA RIVER
MECKLENBURG	NC 16	590541	CATWABA RIVER
MECKLENBURG	NC 16	590132	McALPINE CREEK
MECKLENBURG	NC 16	590480	LONG CREEK
MECKLENBURG	NC 16	590481	LONG CREEK
MECKLENBURG	NC 16	590680	I-485
UNION	NC 16	890033	12 MILE CREEK
MECKLENBURG	NC 160	590054	R/R
MECKLENBURG	NC 160	590089	IRWIN CREEK
CABARRUS	NC 200	120027	DUTCH BUFFALO CREEK
UNION	NC 200	890010	RR
UNION	NC 200	890053	STEWARTS CREEK
UNION	NC 200	890072	CHINKAPIN CREEK
UNION	NC 200	890089	ROCKY RIVER
UNION	NC 200	890467	RR
UNION	NC 205	890056	JACK'S BRANCH
UNION	NC 205	890079	RICHARDSON CREEK
UNION	NC 205	890100	ROCKY RIVER
ANSON	NC 218	30006	LANES CREEK
MECKLENBURG	NC 218	590845	I-485
UNION	NC 218	890029	GOOSE CREEK
UNION	NC 218	890073	RICHARDSON CREEK
CABARRUS	NC 24/27	120022	ROCKY RIVER
CABARRUS	NC 24/27	120341	ROCKY RIVER
MECKLENBURG	NC 24/27	590649	R/R
MECKLENBURG	NC 24/27	590650	R/R
MECKLENBURG	NC 24/27	590852	I-485
STANLY	NC 24/27	830050	PEE DEE RIVER
STANLY	NC 24/27	830051	PEE DEE RIVER
STANLY	NC 24/27	830299	STONY RUN CREEK
STANLY	NC 24/27	830300	STONY RUN CREEK
STANLY	NC 24/27	830301	BIG BEAR CREEK
STANLY	NC 24/27	830302	BIG BEAR CREEK
STANLY	NC 24/27 & US 52 BUS	830039	LONG CREEK
STANLY	NC 24/27 & US 52 BUS	830046	TOWN CREEK
STANLY	NC 24/27 & US 52 BUS	830048	RR
STANLY	NC 24/27 & US 52 BUS	830049	US 52
MECKLENBURG	NC 27	590027	CREEK
MECKLENBURG	NC 27	590093	I-85
CABARRUS	NC 3	120013	CODDLE CREEK RESERVOIR
CABARRUS	NC 3	120023	BURRAGE RD.
CABARRUS	NC 3	120036	IRISH BUFFALO CREEK
CABARRUS	NC 3	120040	I-85
CABARRUS	NC 49	120031	ROCKY RIVER
CABARRUS	NC 49	120046	CODDLE CREEK
CABARRUS	NC 49	120064	RR
CABARRUS	NC 49	120082	IRISH BUFFALO CREEK
CABARRUS	NC 49	120096	COLD WATER CREEK
CABARRUS	NC 49	120103	DUTCH BUFFALO CREEK

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CABARRUS	NC 49	120118	LITTLE BUFFALO CREEK
MECKLENBURG	NC 49	590023	LAKE WYLIE
MECKLENBURG	NC 49	590051	SUGAR CREEK
MECKLENBURG	NC 49	590088	R/R
MECKLENBURG	NC 49	590120	I-77
MECKLENBURG	NC 49	590676	I-485
MECKLENBURG	NC 49	590806	I-85
MECKLENBURG	NC 49	590938	I-485
STANLY	NC 49	830024	CURL TAIL CREEK
MECKLENBURG	NC 51	590025	McCULLOUGH CREEK
MECKLENBURG	NC 51	590053	LITTLE SUGAR CREEK
MECKLENBURG	NC 51	590121	CREEK
MECKLENBURG	NC 51	590599	R/R
MECKLENBURG	NC 51	590600	R/R
MECKLENBURG	NC 51	590668	US 74
MECKLENBURG	NC 51	590669	US 74
MECKLENBURG	NC 51	590847	I-485
CABARRUS	NC 73	120029	ROCKY RIVER
CABARRUS	NC 73	120043	CODDLE CREEK
CABARRUS	NC 73	120063	I-85
CABARRUS	NC 73	120081	IRISH BUFFALO CREEK
CABARRUS	NC 73	120104	COLD WATER CREEK
CABARRUS	NC 73	120117	LITTLE COLD WATER CREEK
CABARRUS	NC 73	120121	ADAMS CREEK
CABARRUS	NC 73	120127	NC 49
CABARRUS	NC 73	120132	DUTCH BUFFALO CREEK
MECKLENBURG	NC 73	590358	I-77
MECKLENBURG	NC 73	590359	I-77
STANLY	NC 73	830021	BIG BEAR CREEK
STANLY	NC 73	830033	LONG CREEK
STANLY	NC 740	830015	RR
ANSON	NC 742	30012	S. FOLK OF JONES CREEK
ANSON	NC 742	30022	N FORK OF JONES CREEK
ANSON	NC 742	30036	N FORK OF JONES CREEK
ANSON	NC 742	30067	GOULDS FORK CREEK
ANSON	NC 742	30071	BROWNS CREEK OVERFLOW
ANSON	NC 742	30076	BROWN CREEK
ANSON	NC 742	30084	LANES CREEK
ANSON	NC 742	30087	RICHARDSON CREEK
UNION	NC 742	890019	ROCKY RIVER
UNION	NEW SALEM RD.	890020	LAKE TWITTY
UNION	NEW TOWN RD.	890221	12 MILE CREEK
STANLY	NORTHEAST CONNECTOR	830296	RR
MECKLENBURG	OAKLAWN AVE.	590286	I-77
UNION	OLD CAMDEN RD.	890021	STEWARTS CREEK
MECKLENBURG	OLD CONCORD RD.	590539	WT HARRIS BLVD.
STANLY	OLD DAVIS RD.	830061	ROCKY RIVER
STANLY	OLD DAVIS RD.	830101	RR
STANLY	OLD DAVIS RD.	830102	LONG CREEK
ANSON	OLD US 52	30307	RR

NIGHT TIME
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NIGHT TIME
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ANSON	OLD US 52	30308	RR
ANSON	OLD US 74	30300	US 74
ANSON	OLD US 74	30301	GOULDS FORK CREEK
UNION	OLIVE BRANCH RD.	890075	BR. OF RICHARDSON CREEK
UNION	OLIVE BRANCH RD.	890076	RICHARDSON CREEK
MECKLENBURG	PARK RD.	590653	I-485
UNION	PHIFER ST. (AUSTIN GROVE CH	890417	BUCK'S BRANCH
ANSON	PIT RD.	30054	JONES CREEK
ANSON	PLANK RD.	30267	ROCKY RIVER
MECKLENBURG	PLAZA RD. EXT.	590824	I-485
MECKLENBURG	PLEASANT PLAINS	590681	I-485
ANSON	POPLAR HILL CH. RD.	30150	BIG BROWN CREEK
CABARRUS	POPLAR TENT RD.	120002	CODDLE CREEK
CABARRUS	POPLAR TENT RD.	120007	ROCKY RIVER
CABARRUS	POPLAR TENT RD.	120051	I-85
CABARRUS	POPLAR TENT RD.	120189	WEDDINGTON RD.
UNION	POTTERS RD.	890170	CANE CREEK
UNION	POTTERS RD.	890194	PRONG OF WAXAHW CREEK
MECKLENBURG	PRESSLEY RD.	590193	I-77
STANLY	PROSPECT CHURCH RD.	830007	LITTLE MOUNTAIN CREEK
UNION	PROVIDENCE RD.	890185	WAXHAW CREEK
MECKLENBURG	PROVIDENCE RD. W.	590682	I-485
MECKLENBURG	REA RD.	590667	I-485
UNION	REA RD.	890482	SIX MILE CREEK
UNION	REA RD.	890483	SIX MILE CREEK
MECKLENBURG	REMOUNT RD.	590205	I-77
STANLY	RENEE FORD RD.	830134	RR
CABARRUS	ROBERTA RD.	120187	ROCKY RIVER
CABARRUS	ROBERTA RD.	120191	MEADOW CREEK
CABARRUS	ROBINSON CHURCH RD.	120172	REEDY CREEK
CABARRUS	ROCKY RIVER RD.	120181	RR
MECKLENBURG	ROCKY RIVER RD.	590840	I-485
STANLY	ROCKY RIVER RD.	830258	COLD WATER CREEK
UNION	ROSCOE HOWIE RD.	890209	BRANCH OF 12 MILE CREEK
MECKLENBURG	ROZZELLES FERRY RD.	590216	I-85
MECKLENBURG	S. CHURCH ST.	590515	I-277
ANSON	S. CLINTON AVE.	30028	US 74
ANSON	S. OLD US 52	30309	S. FOLK OF JONES CREEK
MECKLENBURG	S. TYRON ST.	590516	I-277
CABARRUS	SAILSBURY CONCORD RD.	120048	COLD WATER CREEK
MECKLENBURG	SAM NEWELL RD.	590038	IRWIN CREEK
MECKLENBURG	SAM WILSON RD.	590067	I-85
ANSON	SAVANNAH RD.	30179	FOLK OF LANES CREEK
UNION	SECRET SHORT CUT RD.	890248	CROOKED CREEK
MECKLENBURG	SHOPTON RD.	590165	COFFEE CREEK
MECKLENBURG	SHOPTON RD. WEST	590161	WITHERS COVE
UNION	SIKES MILL RD.	890008	CROOKED CREEK
UNION	SIKES MILL RD.	890009	ROCKY RIVER
ANSON	SNEEDSBORO RD.	30058	MILLS CREEK
ANSON	SNEEDSBORO RD.	30060	WHARTLEBERRY CREEK

NIGHT TIME
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MECKLENBURG	SOUTH BLVD.	590489	I-277	
CABARRUS	SOUTH RIDGE AVE.	120122	I-85	
STANLY	ST. MARTIN RD.	830115	STONY RUN CREEK	
STANLY	ST. MARTIN RD.	830116	BIG BEAR CREEK	
STANLY	ST. MARTIN RD.	830118	BEAR CREEK	
MECKLENBURG	STALLINGS RD.	590988	I-485	
UNION	STEVENS MILL RD.	890261	N. FORK OF CROOKED CREEK	
UNION	STEVENS MILL RD.	890262	BRANCH	
UNION	STEVENS MILL RD.	890263	SREVENS CREEK	
MECKLENBURG	STUMPTOWN RD.	590357	I-77	
ANSON	SUB STATION RD.	30271	CRIBS CREEK	
MECKLENBURG	SUGAR CREEK RD.	590179	RR	NIGHT TIME
MECKLENBURG	THE PLAZA	590239	RR	NIGHT TIME
MECKLENBURG	TRUELIGHT CHURCH RD.	590850	I-485	
MECKLENBURG	TUCKASEGEE RD.	590169	I-85	
MECKLENBURG	TYVOLA RD.	590150	I-77	NIGHT TIME
MECKLENBURG	TYVOLA RD.	590540	US 521	NIGHT TIME
ANSON	UNION CHURCH RD.	30126	BROWN CREEK	
UNION	UNIONVILL-INDIAN TRAIL RD.	890254	S. FOLK OF CROOKED CREEK	
CABARRUS	US 29	120014	ROCKY RIVER	NIGHT TIME
CABARRUS	US 29	120019	ROCKY RIVER	NIGHT TIME
CABARRUS	US 29	120034	CODDLE CREEK	NIGHT TIME
CABARRUS	US 29	120035	CODDLE CREEK	NIGHT TIME
CABARRUS	US 29	120057	BUFFALO CREEK	NIGHT TIME
CABARRUS	US 29	120059	BUFFALO CREEK	NIGHT TIME
MECKLENBURG	US 29	590101	RR	NIGHT TIME
MECKLENBURG	US 29	590108	RR	NIGHT TIME
MECKLENBURG	US 29	590140	MALLARD CREEK	NIGHT TIME
MECKLENBURG	US 29	590147	MALLARD CREEK	NIGHT TIME
MECKLENBURG	US 29	590942	I-485	NIGHT TIME
CABARRUS	US 29/601	120066	RR	NIGHT TIME
CABARRUS	US 29/601	120069	RR	NIGHT TIME
CABARRUS	US 29/601	120087	I-85	NIGHT TIME
CABARRUS	US 29/601	120089	I-85	NIGHT TIME
CABARRUS	US 29A	120039	I-85	NIGHT TIME
ANSON	US 52	30014	S. FOLK OF JONES CREEK	
ANSON	US 52	30038	RR	
ANSON	US 52	30056	RR	
ANSON	US 52	30066	RR	
ANSON	US 52	30070	PEE DEE RIVER	
ANSON	US 52	30323	RR	
STANLY	US 52	830010	RR	
STANLY	US 52 BUS	830031	RR	
STANLY	US 52 BUS	830037	RR & TOWN CREEK	
MECKLENBURG	US 521	590003	R/R	
MECKLENBURG	US 521	590137	I-85	
MECKLENBURG	US 521	590141	IRWIN CREEK	
MECKLENBURG	US 521	590148	IRWIN CREEK	
MECKLENBURG	US 521	590459	US 74/29	
MECKLENBURG	US 521	590460	US 74/29	

MECKLENBURG	US 521	590559	I-485	
MECKLENBURG	US 521	590677	I-485	
CABARRUS	US 601	120060	ROCKY RIVER	NIGHT TIME
CABARRUS	US 601	120075	COLD WATER CREEK	NIGHT TIME
CABARRUS	US 601	120092	NC 49	NIGHT TIME
CABARRUS	US 601	120100	IRISH BUFFALO CREEK	NIGHT TIME
CABARRUS	US 601	120114	RR	NIGHT TIME
UNION	US 601	890015	RICHARDSON CREEK	NIGHT TIME
UNION	US 601	890038	US 74	NIGHT TIME
UNION	US 601	890049	CROOKED CREEK	NIGHT TIME
UNION	US 601	890071		NIGHT TIME
ANSON	US 74	30003	LANES CREEK	NIGHT TIME
ANSON	US 74	30004	LANES CREEK	NIGHT TIME
ANSON	US 74	30032	BROWNS CREEK	NIGHT TIME
ANSON	US 74	30033	BROWNS CREEK	NIGHT TIME
ANSON	US 74	30049	GOULDS CREEK	NIGHT TIME
ANSON	US 74	30050	GOULDS CREEK	NIGHT TIME
ANSON	US 74	30064	RR	NIGHT TIME
ANSON	US 74	30073	RR	NIGHT TIME
ANSON	US 74	30074	RR	NIGHT TIME
ANSON	US 74	30078	PEE DEE RIVER	NIGHT TIME
ANSON	US 74	30081	PEE DEE RIVER	NIGHT TIME
MECKLENBURG	US 74	590175	R/R	NIGHT TIME
MECKLENBURG	US 74	590187	McALPINE CREEK	NIGHT TIME
MECKLENBURG	US 74	590188	McALPINE CREEK	NIGHT TIME
MECKLENBURG	US 74	590309	I-277	NIGHT TIME
MECKLENBURG	US 74	590619	BRAIR CREEK RD./TELEVISION RD.	NIGHT TIME
MECKLENBURG	US 74	590742	PECAN AVE.	NIGHT TIME
MECKLENBURG	US 74	590746	I-485	NIGHT TIME
MECKLENBURG	US 74	590748	RAMP FROM US 74 TO I-485 INNER LOOP	NIGHT TIME
UNION	US 74	890042	BEARSKIN CREEK	NIGHT TIME
UNION	US 74	890043	BEARSKIN CREEK	NIGHT TIME
UNION	US 74	890065	RR	NIGHT TIME
UNION	US 74	890068	RR	NIGHT TIME
UNION	US 74	890085	RICHARDSON CREEK	NIGHT TIME
UNION	US 74	890086	RICHARDSON CREEK	NIGHT TIME
MECKLENBURG	US 74	590981	PIERSON DRIVE	NIGHT TIME
MECKLENBURG	US 74	590982	PIERSON DRIVE	NIGHT TIME
MECKLENBURG	US 74	590983	NC27 EBL HOV LANE	NIGHT TIME
MECKLENBURG	US 74 RAMP	590747	I-485	
STANLY	VALLEY DRIVE	830017	LITTLE MOUNTAIN CREEK	
STANLY	VALLEY DRIVE	830018	MOUNTAIN CREEK	
STANLY	VALLEY DRIVE	830268	MOUNTAIN CREEK	
MECKLENBURG	W. 5TH STREET	590245	I-77	
STANLY	W. MAIN ST.	830267	COLD WATER CREEK	
MECKLENBURG	W. MALLARD CREEK CH. RD.	590304	I-85	
MECKLENBURG	W. SUGAR CREEK RD.	590285	I-85	NIGHT TIME
MECKLENBURG	W. SUGAR CREEK RD.	590079	MALLARD CREEK	
UNION	WALKUP AVE.	890077	RICHARDSON CREEK	
UNION	WALKUP AVE.	890078	RICHARDSON CREEK	

UNION	WALKUP RD.	890179	WAXHAW CREEK	
UNION	WAXHAW CREEK RD.	890178	WAXHAW CREEK	
UNION	WAXHAW-INDIAN TRAIL RD.	890258	N. FORK OF CROOKED CREEK	
UNION	WAXHAW-MARVIN RD.	890224	12 MILE CREEK	
MECKLENBURG	WENDOVER RD.	590266	R/R	
MECKLENBURG	WESTMORELAND RD.	590362	I-77	
ANSON	WHITE STORE RD.	30140	LICK CREEK	
ANSON	WHITE STORE RD.	30143	LITTLE BROWN CREEK	
STANLY	WILLIE RD.	830003	RILES CREEK	
CABARRUS	WILSHIRE BLVD.	120270	RR	
CABARRUS	WILSHIRE BLVD.	120271	IRISH BUFFALO CREEK	
UNION	WILSON ST. (AKA ANSONVILLE)	890066	BR. OF MEADOW CREEK	
CABARRUS	WINECOFF SCHOOL RD.	120107	I-85	
MECKLENBURG	WOODLAWN RD.	590085	I-77	
MECKLENBURG	WT HARRIS BLVD.	590055	R/R	NIGHT TIME
MECKLENBURG	WT HARRIS BLVD.	590294	I-85	NIGHT TIME
MECKLENBURG	WT HARRIS BLVD.	590349	I-77	NIGHT TIME
MECKLENBURG	WT HARRIS BLVD.	590511	NC 49	NIGHT TIME
MECKLENBURG	WT HARRIS BLVD.	590512	NC 49	NIGHT TIME
STANLY	ZION CHURCH RD.	830057	HARDY CREEK	

**419 total
bridges**

North Carolina Department of Transportation

PURCHASE ORDER CONTRACT BID FORM

Description: Highway Sweeping, Division Ten

Counties: Anson, Cabarrus, Mecklenburg, Stanly & Union

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	AMOUNT BID
1	Routine Sweeping	650	Shoulder Mile		
2	Additional Sweeping	50	Hour		
3	Additional Sweeping & TMA	20	Hour		
4	Multilane Divided non Interstate Sweeping	200	Shoulder Mile		
5	Interstate Sweeping	80	Shoulder Mile		

TOTAL BID FOR PROJECT:

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ **Contractors License Number** _____

Authorized Agent _____ **Title** _____

Signature _____ **Date** _____

Witness _____ **Title** _____

Signature _____ **Date** _____

CORPORATE SEAL