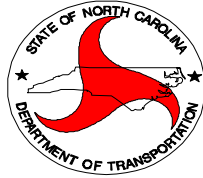


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENT: *2B.100711, 2B.101611, 2B.102511, 2B.104011
2B.105211, 2B.105411, 2B.106911, 2B.107411*

ROUTE: *Primary*

COUNTY: *Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties*

DESCRIPTION: *Cutting and Removal of Vegetation Clippings and Debris at
Designated Bridges in Beaufort, Carteret, Craven, Greene, Jones, Lenoir,
Pamlico and Pitt Counties*

BID OPENING: *10:00 AM Tuesday, June 23, 2009*

NOTICE:

Bids are being solicited for this project under the provisions of the NC DOT's Small Business Enterprise Program. Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this program, but you must have had an annual gross income of 1.5 million or less for the previous calendar year. Under the provisions of this Program, a NC General Contractor's License is not required nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina. The attached "Small Business Enterprise Program – Contractor's Self Certification" form must be submitted with your Bid in order for your bid to be considered.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: *North Carolina Department of Transportation
Gerard Mombaerts, Division 2 Staff Engineer
105 Pactolus (Hwy 33)
Greenville NC, 27835*

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INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 2 BY 10:00 AM ON TUESDAY, JUNE 23, 2009.** The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR CUTTING AND REMOVAL OF VEGETATION CLIPPINGS AND DEBRIS AT DESIGNATED BRIDGES, IN BEAUFORT, CARTERET, CRAVEN, GREENE, JONES, LENOIR, PAMLICO AND PITT COUNTIES TO BE OPENED AT 10:00 AM ON TUESDAY, JUNE 23, 2009.
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

NC DEPARTMENT OF TRANSPORTATION

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2006. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

PROJECT STANDARD PROVISIONS

GENERAL

This contract is for the Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges in Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

PRE-BID CONFERENCE

All prospective Bidders shall attend a Pre-Bid Conference at the location indicated below. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents;
and
3. Only one company is shown as being represented by the individual attending.

Bidders are to meet for the Pre-Bid Conference, at 10:00 am, Thursday, June 4, 2009, at the Division 2 Bridge Maintenance Engineer's Office, 255 South Glenburnie Road, New Bern, NC 28560.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this project is July 13, 2009. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. This contract allows **180 calendar days** once work has begun. Purchase order must be issued prior to beginning of operations.

The completion date for this project will be 180 calendar days from the date contractor begins operations. Contractor is required to give two weeks notice prior to beginning of operations. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

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

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability

AUTHORITY OF THE ENGINEER

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

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

MATERIALS AND TESTING

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

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

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. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

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

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

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

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

ACT OF GOD:

(12-19-06)

SP 1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***. DIVISION CONTRACT

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications.

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.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

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.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

PAYMENT

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Submit invoices to:

**North Carolina Department of Transportation
Attention: John R. Hughes
255 South Glenburnie Road
New Bern, NC 28560**

Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

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*©. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

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

TEMPORARY SUSPENSION OF WORK

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

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

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

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.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

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

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

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the

State as an additional insured: “This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent’s acts or omissions arising out of and in the course of operations performed for the additional insured.”

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

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

WORKER’S COMPENSATION INSURANCE:

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

BIDS

In accordance with the GS 136-28.(6), if the total bid amount of the contract exceeds \$1,500,000.00, the bid will not be considered for award.

TRAFFIC CONTROL AND WORK ZONE SAFETY

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

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

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

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

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

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

TRAFFIC CONTROL SUPERVISOR:

Description:

Furnish a Traffic Control Supervisor for the project who is knowledgeable of Traffic Control Plan design, devices and application, and has full authority to ensure traffic is maintained in accordance with the plans and specifications.

Construction Methods:

The Contractor shall identify a Traffic Control Supervisor for the project that has the following qualifications:

- A. A minimum 24 months of On-the-Job Training in supervision and work zone set up and implementation.

Be certified by responsible party (contractor or DOT) to have the required experience and training and is qualified to perform the duties of this position. If certified by the Contractor, a notarized certification letter shall be furnished to the Engineer at the preconstruction meeting. The letter shall state the Traffic Control Supervisor is qualified, and state that the Traffic Control Supervisor has the authority to ensure traffic is maintained in accordance with the contract documents.

The Traffic Control Supervisor for the project shall be capable of performing the following:

1. Be available and on call at all times to make any necessary changes in the traffic control operations in a timely manner.

2. Coordinate and cooperate with traffic control supervisors of adjacent or overlapping construction projects to insure safe and adequate traffic control is maintained throughout the projects at all times including periods of construction inactivity.
3. Provide traffic control set up that ensures safe traffic operations throughout the construction area.
4. Provide traffic control set up that ensures worker's safety throughout the construction area.
5. Attend any scheduled meeting as required by the Engineer.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

PROSECUTION AND PROGRESS

The Contractor shall prepare and submit to the Engineer a proposed schedule of operations prior to beginning work on this project. The schedule should indicate the proposed chronological sequence of operations and may be revised within the limits of the contract with the approval of the Engineer.

The Contractor's operations are restricted to daylight hours. No work may be performed on legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor's vehicles and 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 Engineer may designate specific locations for parking equipment.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY
AND FEMALE PARTICIPATION**

Economic Areas

Area 023 29.7%

Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%

Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%

Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%

Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%

Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%

Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%

Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%

Buncombe County
Madison County

Area 030 6.3%

Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%

Currituck County

Area 9200 20.7%

Brunswick County

New Hanover County

Area 2560 24.2%

Cumberland County

Area 6640 22.8%

Durham County

Orange County

Wake County

Area 1300 16.2%

Alamance County

Area 3120 16.4%

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

Area 1520 18.3%

Gaston County

Mecklenburg County

Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

PROJECT SPECIAL PROVISIONS

SPECIAL PROVISIONS

The normal area for ‘Cutting and Removal of Vegetation Clippings and Debris’ around each **PRIMARY** bridge sites will be measured as: from the outer limits of the structure. The normal area also includes the area between dual bridges and underneath all bridges (see detailed drawing).

The normal area for ‘Cutting and Removal of Vegetation Clippings and Debris’ around each **SECONDARY** bridge site will be measured as thirty feet (30’) from the centerline of the structure. The normal area also includes underneath all bridges and shall be reduced if it exceeds the state maintained Right of Way (i.e. existing maintained shrub line). The contractor shall not surpass the state maintained Right of Way limits unless directed by the engineer.

The ‘landscaped area’ (as determined by the engineer) within the limits noted above will be omitted from the contract.

The contractor shall cut all vegetation, accessible by foot, up to six inches (6”) in diameter and to a maximum height of two inches (2”) and shall remove all debris (example: litter, paper, brush, branches, etc.) from the project site. All branches within the described area will be required to be cut up to six inches (6”) in diameter. The contractor has the option to chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The contractor will notify the Bridge Maintenance Engineer, Mr. John R. Hughes, at (252) 514-4724, at the beginning of each workweek of his intended schedule of work. This will allow the technician to schedule his inspections accordingly.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other contractors working within the limits of this project as directed by the Engineer.

LITTER PICK-UP

Litter pick-up shall be performed on all areas. Litter pick-up will be considered incidental to the cutting and removal of vegetation clippings and debris. No additional compensation will be made for litter pick-up.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. It should be noted that grading, draining, and stabilizing operations on the subject routes will be performed by Departmental Forces. All routes may not be available by the above listed date.

PROSECUTION OF WORK

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

SUMMARY OF QUANTITIES

<u>COUNTY</u>	<u>WORK ORDER</u>	<u>SYSTEM</u>	<u>BRIDGE NUMBERS</u>
BEAUFORT	2B.100711	PRIMARY	1,2,3,7,12,16,18,20,21,23,24,26,26,27,28, 30,33,34,36,41,43,45,46,48,49,50,51,52, 53,54,55,56,59,60,61,63,64,65,66,70,75, 76,77,103,104,323
CARTERET	2B.101611	PRIMARY	6,7,8,9,10,11,12,13,14,16,23,24,29,30,31,33, 35,37,38,39,41,42,45
CRAVEN	2B.102511	PRIMARY	1,4,15,24,33,34,35,37,38,40,44,49,50,51,56, 60,61,63,65,67,69,71,72,77,78,79,80, 83,84,85,86,89,90,91,92,93,207, 209,221,223,231,232,233,234,235, 237,251
GREENE	2B.104011	PRIMARY	2,4,6,9,12,17,20,22,23,24,28,29,37,41,42,44, 45,50,89,98,99,100,107,108
JONES	2B.105211	PRIMARY	1,3,5,11,12,13,14,15,16,21,22,23,34
LENOIR	2B.105411	PRIMARY	1,3,7,8,9,10,11,13,15,16,18,19,20,21,22,27,28, 29,30,34,36,39,41,42,43,45,47,50,51,53,54,56, 57,58,59,60,62,64,65,66,70,71,73,75,76,77,139, 140,172,175,176,187
PAMLICO	2B.106911	PRIMARY	19,24,26,27,29,30,31,32,34,35,36,37,38,40, 43,44,67
PITT	2B.107411	PRIMARY	1,7,9,14,16,19,23,24,26,27,34,35,36,38,39,41,46, 47,50,51,53,54,55,56,57,59,60,61,63,66,70,71,72, 77,78,83,87,88,89,90,91,434,436,437,439,441,442, 443,445,446,447,448,449,450,452,453,454,455, 456,457,458,460,462,463,464,465,467,468,482

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD

CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

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

SOCIAL SECURITY _____ - _____ - _____ (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 [] Other: _____)

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

IRS Certification

Under penalties of perjury, I certify that:

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

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

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to your local DOT office.

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

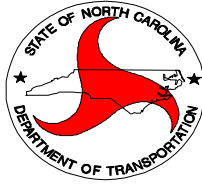
(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____.

My Commission Expires:_____.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



SMALL BUSINESS ENTERPRISE
CONTRACTOR'S SELF CERTIFICATION
Division TWO

(Name of BUSINESS)

(Mailing address)

_____ (City) _____ (State) _____ (Zip)

_____ (Business Telephone) _____ (FAX Number) _____ (FEDERAL TAX I.D. NUMBER)

A Business with an annual gross income over \$1.5 million (exclusive of materials) is not eligible to participate in the North Carolina Department of Transportation (NCDOT) Small Business Enterprise (SBE) Program.

I hereby certify that the Business listed above meets the criteria for the NCDOT Small Business Enterprise Program. Insurance as required by NCDOT shall be in the name of the Business and certificate of insurance shall be attached to the contract proposal as required. The above Business shall have its own financial resources. Information submitted may be subject to verification by NCDOT. False statements could result in all applicable civil and criminal penalties being imposed, including but not limited to the above firm being barred from doing business with NCDOT. The Business shall comply with all terms and conditions of any contract awarded. The contract consists of, but is not necessarily limited to the proposal or "bid" submitted, the plans for the project, the specifications for the project and any supplemental agreements entered into.

NOTE - AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL:

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

(Signature of Notary Public)
of _____ County.
State of _____.

(Signature)

(Type or Print Name)

My Commission Expires: _____

(Title)

_____/_____/_____
(Date of Certification - Month/Day/Year)

Contractor please check all that apply:
____ Minority Business Enterprise(MB)
____ Women's Business Enterprise(WB)
____ Other _____

*Fill in Division and District Numbers.

*County is the county or counties which make up the District or the County where the work is to be done.

North Carolina Department of Transportation

Small Business Enterprise

BID FORM

WBS Element: 2B.100711, 2B.101611, 2B.102511, 2B.104011
 2B.105211, 2B.105411, 2B.106911, 2B.107411

Contract Number: _____

Cutting and Removal of Vegetation Clippings and Debris at Designated Bridges in Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties

ITEM	WBS ELEMENT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	2B.102911	Beaufort County Primary Bridges	46	each		
20	2B.101611	Carteret County Primary Bridges	23	each		
30	2B.102511	Craven County Primary Bridges	47	each		
40	2B.104011	Greene County Primary Bridges	24	each		
50	2B.105211	Jones County Primary Bridges	13	each		
60	2B.105411	Lenoir County Primary Bridges	52	each		
70	2B.106911	Pamlico County Primary Bridges	17	each		
80	2B.107411	Pitt County Primary Bridges	69	each		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures January 2006.

Reviewed by _____ (date)

Accepted by NCDOT _____ Division Engineer _____ (date)

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

Submit with Invoice To: Invoice Coordinator
North Carolina Department of Transportation
Division / Branch
Address
Raleigh, NC XXXXX-XXXX

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

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

Total Amount Paid to Subcontractor Firms \$ _____

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

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

Signature _____ Title _____
Print Name _____ Date _____

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