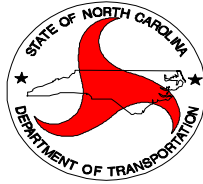


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENT: TBD

COUNTY: PITT & CRAVEN

DESCRIPTION: RELOCATE EXISTING MOBILE OFFICE TRAILER

PRE-BID CONFERENCE: TUESDAY AUGUST 18, 2009 @ 10:00 AM

BID OPENING: THURSDAY AUGUST 27, 2009 @ 2:00 PM

NOTICE:

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.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

**N. C. DEPARTMENT OF TRANSPORTATION
Attn: Gerard Mombaerts Division 2 Staff Engineer
105 Pactolus Highway
P O Box 1587
Greenville, NC 27835-1587**

Per items 11 - 13 of the instructions on page 2

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Contract Bid Form

Non-Collusion Affidavit

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. Unit prices shall be limited to two (2) decimal places.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
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 required)
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 TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27834 BY 2:00 Thursday August 27, 2009.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: Gerard Mombaerts
QUOTATION FOR RELOCATION OF MOBILE OFFICE TRAILER**

TO BE OPENED AT 2:00 PM August 27, 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
ATTN: Gerard Mombaerts
PO BOX 1587
GREENVILLE, NC 27835-1587**

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.

DIVISION CONTRACT
PROJECT SPECIAL PROVISIONS - GENERAL

GENERAL:

This contract is for Removal and Relocation of a Mobile Office Trailer.

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, July 2006*, the North Carolina Department of Transportation *Roadway Standard Drawings, July 2006*, 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 *2006 Standard Specifications*.

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. The Department's normal bonding requirements are waived for SBE projects.

SCOPE:

Provide all labor, equipment and materials to include incidentals to relocate and set up existing mobile office trailer on new foundation system according to plans, specifications and contract.

Trailer is located at 600 Moye Blvd, Corner of North Campus Loop across from Loading Docks at Brody Building.

Re-Locate trailer to 261 South Glenburnie Road, New Bern NC and connect all required utilities to include but limited to, water and sewer. (Electrical by State Forces)

Trailer is 56'-3" X 23'-6"

All trailer appurtenances at existing site must be removed and disposed of properly. Damage to any surrounding structures, trees, grass, sidewalks etc will be repaired or replaced to previous conditions or according to the direction of the engineer.

All utilities to be cut one foot (1'-0") below existing grade.

Any construction discipline not covered by the SBE firm can be subbed out.

MANDATORY PRE-BID CONFERENCE:

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on Tuesday, August 18th at 600 Moye Blvd, Corner of North campus Loop across from Loading Docks at Brody Building, Greenville and proceed to 261 South Glenburnie Road in New Bern. This meeting will begin promptly at 10:00 AM. Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions. Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered. No questions concerning the project will be answered by Department personnel at any time except at the Pre-Bid Conference.

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

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

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

SP1G10

The date of availability for this contract is when purchase order has been received.

The completion date for this contract is 30 Calendar days after receipt of purchase order.

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

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

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 GS 136-28.10, if the total bid amount of the contract exceeds \$500,000.00, the bid will not be considered for award.

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.

Request for payment shall be made by Contractor's Invoice submitted to:

**North Carolina Department of Transportation
Attention: Buddy Dixon
PO Box 1587
Greenville NC, 27835**

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

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***.

HIGH STRENGTH CONCRETE FOR FOOTINGS :

(11-21-00) (7-18-06)

SP10 R01

Use high early strength concrete for all footings shown in the plans and as directed by the Engineer. Provide high early strength concrete that meets the requirements of Article 1000-6 of the *Standard Specifications*..

AGGREGATE PRODUCTION:

(11-20-01)

SP10 R05

Provide aggregate from a producer who uses the current Aggregate Quality Control/Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

CONCRETE BRICK AND BLOCK PRODUCTION:

(11-20-01)

SP10 R10

Provide concrete brick and block from a producer who uses the current Solid Concrete Masonry Brick/Unit Quality Control/Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to contractors or producers who use the program. Participation in the program does not relieve the producer of the responsibility of complying with all requirements of the *Standard Specifications*. Copies of this procedure are available upon request from the Materials and Test Unit.

STANDARD SPECIAL PROVISION

ERRATA

(11-18-08)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-***4***.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first ***the***

Page 6-44, 2nd full paragraph, 1st sentence, delete the first ***and*** and add ***transverse*** just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
Hot Applied Joint Sealer	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with **Excavation**

Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add (C) before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute (B) for II, third line, substitute (B)(2) for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3	Type 4
--------	--------	--------	--------

		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add *or* just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D3359

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with *paid for*.

Division 15

Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.

Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: *Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.*

Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)

Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.

Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.

Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.

Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements

Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.

Page 15-13, Article 1520-3, 8th paragraph, add *pipe* after diameter.

Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.

Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with **MEASUREMENT AND PAYMENT**.

Division 16

Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8

Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

STANDARD SPECIAL PROVISION

GENERAL DECISION NC20080010 07/25/2008 NC10

Z-11

Date: July 25, 2008

General Decision Number NC20080010 07/25/2008

Superseded General Decision No. NC20070010

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension, and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number

0

1

Publication Date

2/08/2008

7/25/2008

SUNC1990-002 02/12/1990

	<u>Rates</u>	<u>Fringes</u>
CARPENTER	7.71	
CONCRETE FINISHER	7.64	
IRONWORKER (Reinforcing)	9.27	
LABORER		

Common	7.25	
Asphalt Raker	7.25	
Form Setter (Road)	7.25	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	7.25	
Power Tool Operator	7.25	
POWER EQUIPMENT OPERATORS		
Asphalt Distributor	7.25	
Asphalt Paver	7.00	
Bulldozer	7.21	
Bulldozer (utility)	7.25	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	7.25	
Drill Operator	7.65	
Grade Checker	7.25	
Greaseman	7.25	
Hydroseeder	7.25	
Loader	7.25	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	7.25	
Piledriver	11.00	
Roller (Finish)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	9.00	
Sweeper	7.25	
Tractor (utility)	7.25	
TRUCK DRIVERS		
Single Rear Axle Trucks	7.25	
Multi Rear Axle Trucks	7.25	
Heavy Duty trucks	7.25	
Welder	9.07	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U. S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

MINIMUM WAGES

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09).

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 SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour.(\$7.25 after 7-24-09).

The minimum wage paid to all skilled labor employed on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

The minimum wage paid to all intermediate labor employed on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

The minimum wage paid to all unskilled labor on this contract shall be SIX DOLLARS AND FIFTY-FIVE CENTS (\$6.55) per hour (\$7.25 after 7-24-09)

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, State or Federal. It is the responsibility of the Contractor to keep himself fully informed of all Federal and State Laws affecting this contract.

North Carolina Department of Transportation BID FORM

WBS ELEMENT: TBD
COUNTY: PITT, CRAVEN
DESCRIPTION: RELOCATION OF MOBILE OFFICE TRAILER
BID OPENING: AUGUST 27, 2009 @ 2:00 PM

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1		RELOCATION AND SET UP OF MOBILE OFFICE TRAILER	1	LS		

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 NC DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by _____ *(date)*
Accepted by NCDOT _____ *Division Engineer* _____ *(date)*

NON-COLLUSION AFFADAVIT

(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, participated in any collusion, or otherwise taken any action which is in 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.

(Signature)

State of _____.

(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.

