

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 2      DISTRICT 3

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**WBS ELEMENT:**      41514  
**ROUTE:**              SR 1578, Airport Road  
**COUNTY:**            LENOIR  
**DESCRIPTION:**      Removal/Disposal of all trees and stumps from 100' Right-of-Way within project limits on SR 1578, Airport Road in Lenoir County.

**PRE-BID CONFERENCE:**    September 15, 2009, AT 10:00 AM

**BID OPENING:**    September 24, 2009 AT 10:00 AM

**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.

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NAME OF BIDDER

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ADDRESS OF BIDDER

**RETURN BIDS TO:**  
N.C. Department of Transportation  
Attn: Gerard E. Mombaerts  
105 Pictolus Highway  
PO Box 1587  
Greenville, NC 27835-1587

Per items 11-13 of the instructions on page 2

# **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.
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 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 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.
8. **11. THE BID SHEET SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT GREENVILLE DIVISION OFFICE LOCATED AT 105 PACTOLUS ROAD GREENVILLE NC 27835 BY 10:00AM ON September 24, 2009.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR REMOVAL/DISPOSAL OF ALL TREES AND STUMPS ON SR 1578  
AIRPORT ROAD IN LENOIR COUNTY TO BE OPENED AT 10:00 AM ON September 24,  
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:

**N.C. Department of Transportation  
ATTN: GERARD E. MOMBAERTS**

### **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 Bidder 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.**

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**Form DBE-IS**

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# Standard Provisions

## GENERAL

This contract is for the removal/disposal of all trees and stumps within the right-of-way as required in Lenoir county. This limits for this project are as follows: SR 1578 (Airport Road) beginning 400' South of SR 1579 (Academy Heights Road) to 100' North of SR 1604 (Farmgate Road) The Total Right of Way width on SR 1578 is 100 Feet.

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 2006, 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.

**This is a Small Business Enterprise Program contract, and as such, it is restricted to businesses grossing less than \$1,500,000 during the previous calendar year (less materials). The Department's normal bonding requirements are waived. All bidders must be certified in the NCDOT Certification Program as a Small Business Enterprise (SBE). If your business is not certified as such, the attached self-certification form must be executed, submitted, and approved prior to bid opening, or the bid will not be accepted.**

## MANDATORY PRE-BID CONFERENCE

In order to bid on this contract, all prospective bidders must attend the Mandatory Pre-Bid Conference to be held on September 15, 2009, at 10:00 AM. This meeting will begin at the Kinston Maintenance Yard located at 135 East First St., Kinston, NC and conclude with a site visit to the location on SR 1578, Airport Road, North of Kinston. 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 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

The **AVAILABILITY DATE** for this contract is "**When Purchase Order is Received**". The Contractor **may not** begin work prior to this receipt of the purchase order.

The **COMPLETION DATE** for this contract is **(30 Calendar Days from Receipt of Purchase Order)**. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

# Standard Provisions

**Liquidated damages shall be \$250.00 per calendar day.**

No work will be permitted and no purchase order will be issued until all required and prerequisite conditions and certifications have been satisfied. Work on weekends and state holidays will not be allowed.

## PAYMENT

Requests for payment may be processed at a frequency approved by the Engineer but not to exceed one request per calendar month. Requests for payment shall be made by Contractor's Invoice, submitted to:

**NC Department of Transportation  
Attn: R. Preston Hunter, PE, District Engineer  
1629 Hwy 258 South  
Kinston, NC 28504**

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.

**A completed form DBE-IS must be included with each request for payment in order for that request to be processed.** Information included on this form shall reflect actual payments made to DBE/MBE/WBE firms. A responsible fiscal officer of the payee firm who can attest to the dates and amounts of the payments shall certify that the accounting is correct.

One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

## BIDS

In accordance with GS 136-28 10, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

## 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.

# Standard Provisions

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.

## **WORKERS 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.**

## **UTILITY CONFLICTS**

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

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

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

# Standard Provisions

## SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this contract or any portion thereof; **without written consent or prior approval of the Engineer.** Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the Standard Specifications.

## TRAFFIC CONTROL AND WORK ZONE SAFETY

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

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.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours, however, drums are required for the upstream taper portion of lane closures in all applications. A pilot vehicle may be used in conjunction with flaggers and appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs when not required. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

All personnel working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt, or jacket which meets the color requirements of the current Manual of Uniform Traffic Control devices (MUTCD). 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, 2006 and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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. Additional flaggers will be utilized at intersections located within the limits of the lane closure whether located inside the closed lane or in the lane of traffic. 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.

# Standard Provisions

No direct payment will be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA – see Section 1165 of the *Standard Specifications* and the *Roadway Standard Drawings*). This work will be considered incidental to the various other bid items in the contract.

## WORK ZONE SIGNING

### DESCRIPTION:

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the latest revisions thereto, and the following provisions: Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

### CONSTRUCTION METHODS

#### (A) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

#### (B) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos 1101.02, 1101.11 and 1110.02

#### Measurement and Payment

No direct payment will be made for Work Zone Signing as such work will be considered incidental to the various other bid items in the contract.

## DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

## MOBILIZATION

Article 800-2, "Compensation" Standard Specifications, is deleted; therefore, **the payment for Mobilization will be considered incidental to the various items bid.**

## 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.

## AVAILABILITY OF FUNDS - CONTRACT TERMINATION

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

# Standard Provisions

In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

## **CONTRACTOR CLAIM SUBMITTAL FORM:**

(9-16-08)

RG 140

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/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

## **SUPERVISION BY CONTRACTOR**

Revise the *2006 Standard Specifications* as follows:

Page 1-48, Subarticle 105-6(A), delete the first sentence and replace with the following.

“At all times that work is actually being performed the Contractors shall have present on the project one competent English-speaking individual who has been authorized to act in a supervisory capacity over all work on the project including work subcontracted.”

Page 1-48, Subarticle 105-6(B), delete the first sentence and replace with the following:

“At all times during the life of the project the Contractor shall provide one English-speaking permanent employee who shall have the authority and capability for the overall responsibility of the project and who shall be personally available at the site of work within 24 hours notice.”

# Special Provisions

## Tree Removal

All trees and stumps are to be removed from within the existing right-of-way (Hereinafter ROW). This ROW will be staked and flagged as to delineate the limits of this project. Only trees located within this area are to be removed and disposed of properly. Any trees that are located at the edge of the ROW will be included at the discretion of the Engineer and can be identified at the Pre-Bid Conference.

The property owner will have no right to use or reserve for his use any timber on the project. All timber cut during this operation is to become the property of the Contractor and shall be satisfactorily disposed of by the contractor. In no case shall the debris and stumps be stored on the ROW. All stumps shall be removed and disposed in an approved manner.

The Contractor shall conduct his operation in a manner which will prevent damage to adjacent property or injury to trees, shrubs, ground cover, or any other surrounding vegetation which is not within the limits of this project. If any such injury should occur, the Contractor shall necessary recovery to the injured party.

The work site shall be left in a neat and clean condition and shall be free of all debris created by the tree removal operation. All areas disturbed by the Contractor shall be leveled so as to prevent water from being impounded, and shall be done so in a manner which blends with the surrounding topography to the satisfaction of the Engineer.

### PAYMENT

Payment for all work performed under this contract will be paid :

Removal and disposal of trees and stumps LUMP SUM

## SEEDING AND MULCHING

Seeding and Mulching will be done by State Forces.

## MAINTENANCE OF THE PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications, for Roads and Structures, dated 2006.

## DAMAGES

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

## MISCELLANEOUS

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

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

## **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE: (PO & MUNICIPALITIES)**

(10-16-07)

SP1G68

### Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

# Special Provisions

## Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

## Definitions

*Commitment* - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

*Committed MBE/WBE* - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

*Department (DOT)*- North Carolina Department of Transportation (See Municipality)

*Municipality* – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

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

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

*MBE/WBE* – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

*Goal* - The MBE/WBE participation specified herein

*Letter of Intent* – Written documentation of the bidder/offeree's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

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

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

*Form RS-1-D* - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

# Special Provisions

*North Carolina Unified Certification Program* - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

*Standard Specifications* – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

## Contract 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 goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

### (B) Women Business Enterprises **0 %**

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

## Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

## Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <http://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

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

# Special Provisions

## Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) 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/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents. . This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.**

## Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Engineer no later than fourteen (14) calendar days following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

## Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified 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) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C) (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/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

# Special Provisions

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 (Insert Municipality Name and delete Department, if applicable) 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 other relevant factors.

- (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/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, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department (Insert Municipality Name and delete Department, if applicable) for commercially useful functions. The Department's (Insert Municipality Name and delete Department, if applicable) decision on the rebuttal of this presumption will be final.
- (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
  - (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
  - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) 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.
  - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
  - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.

# Special Provisions

- (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This 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. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals 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) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for 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 not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Engineer documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Engineer no later than fourteen (14) calendar days following opening of bids. 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 as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in

# Special Provisions

the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.

- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the DBE participation as long as the DBE overall goal value of the combined projects is achieved.

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 the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

## MBE/WBE Replacement

# Special Provisions

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

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

## **(A) Performance Related Replacement**

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
  - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/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 a Request for Subcontract has been received by the Department, the Department will not require the Prime 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 requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with

# Special Provisions

another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

## 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 MBE/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 work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/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 MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

## Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

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

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

## Reporting MBE/WBE Participation

**(A)** The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, 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:

- (1) Withholding of money due in the next partial pay estimate; or

# Special Provisions

- (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form MBE/WBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/MBE/WBE-IS.xls>. This shall be reported to the Engineer.
- (C) 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.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

Because NCDOT funding is being used to fund this project, 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 on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, 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 further working on any State or Federally funded projects until the required information is submitted.

## **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

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

NAME: \_\_\_\_\_

MAILING ADDRESS: STREET/PO BOX: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

DBA / TRADE NAME (IF APPLICABLE): \_\_\_\_\_

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

SOCIAL SECURITY NO. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)
OR

FED.EMPLOYER IDENTIFICATION NO. \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

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

REMIT TO ADDRESS: STREET / PO BOX: \_\_\_\_\_
CITY, STATE, ZIP: \_\_\_\_\_

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

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

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

IRS Certification

Under penalties of perjury, I certify that:

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

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

NAME (Print or Type) \_\_\_\_\_

TITLE (Print or Type) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

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

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

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

State of North Carolina  
Department of Transportation



**SMALL BUSINESS ENTERPRISE**  
**Contractor's Self Certification**

Send completed form to:  
**Contractual Services Unit**  
ATTN: SBE  
1509 Mail Service Center  
Raleigh, NC 27699-1509

\_\_\_\_\_  
(Name of BUSINESS)

\_\_\_\_\_  
(Owner's Name – First Middle Last)(Title)

\_\_\_\_\_  
(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**

COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, A Notary Public for said County, do hereby certify that

\_\_\_\_\_ personally appeared before me this day and acknowledged the due execution

of the foregoing instrument. Witness my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Owners Signature)

} Seal: \_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Title)

My commission expires \_\_\_\_\_ 20\_\_\_\_.

**State of North Carolina**  
**Department of Transportation**



**SMALL BUSINESS ENTERPRISE**  
**Contractor's Self Certification**

*Send completed form to:*

**Contractual Services Unit**  
 ATTN: SBE  
 1509 Mail Service Center  
 Raleigh, NC 27699-1509

Name of Business \_\_\_\_\_

Contractor's License No. (if available): \_\_\_\_\_

<b>Indicate the type of work your firm is interested in bidding on:</b>	<input type="checkbox"/> Asphalt Concrete Plant Mix Paving <input type="checkbox"/> Asphalt surface treatment <input type="checkbox"/> Brick masonry construction <input type="checkbox"/> Building removal and demolition <input type="checkbox"/> Cement treatment base course <input type="checkbox"/> Clearing <input type="checkbox"/> Grubbing <input type="checkbox"/> Concrete barrier <input type="checkbox"/> Concrete curb and gutter etc. <input type="checkbox"/> Concrete Pavement <input type="checkbox"/> Concrete Structure (bridges and box culverts) <input type="checkbox"/> Construction Surveying <input type="checkbox"/> Fence <input type="checkbox"/> Guardrail <input type="checkbox"/> Hauling asphalt <input type="checkbox"/> Hauling Gravel <input type="checkbox"/> Incidental concrete Construction <input type="checkbox"/> Landscape planting	<input type="checkbox"/> Lime Treated Soils <input type="checkbox"/> Milling Asphalt Pavement <input type="checkbox"/> Painting Steel Structure <input type="checkbox"/> Pavement Marking <input type="checkbox"/> Permanent Signing <input type="checkbox"/> Pipe Culverts <input type="checkbox"/> Reinforcing Steel <input type="checkbox"/> Roadway Excavation <input type="checkbox"/> Sanitary Sewer installation <input type="checkbox"/> Seeding and mulching <input type="checkbox"/> Sign lighting systems <input type="checkbox"/> Signal traffic management system <input type="checkbox"/> Silt fence <input type="checkbox"/> Surface drainage <input type="checkbox"/> Vessel construction <input type="checkbox"/> Vessel repair <input type="checkbox"/> Waterline installation <input type="checkbox"/> Work Zone Signing <input type="checkbox"/> _____ <input type="checkbox"/> _____
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The following information is collected for reporting purposes

Please indicate gender of firm owner: <input type="checkbox"/> Male <input type="checkbox"/> Female	Please indicate ethnicity of firm owner: <input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> African American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcontinent Asian American	Please check all certifications that apply: <input type="checkbox"/> DBE (state _____ ) <input type="checkbox"/> MBE <input type="checkbox"/> WBE
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**State of North Carolina Department of Transportation**  
**SMALL BUSINESS ENTERPRISE CONTRACTOR'S SELF CERTIFICATION**

<p>Please check the <i>State</i> block if you are seeking work all over North Carolina/or select individual <i>Divisions</i> or counties within each <i>District</i>.</p>			
<input type="checkbox"/> <b>State</b>		<input type="checkbox"/> <b>Work only in divisions or counties listed below</b>	
Division	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>
<input type="checkbox"/> <b>One</b>	<input type="checkbox"/> Camden <input type="checkbox"/> Currituck <input type="checkbox"/> Dare <input type="checkbox"/> Gates <input type="checkbox"/> Pasquotank <input type="checkbox"/> Perquimans	<input type="checkbox"/> Bertie <input type="checkbox"/> Hertford <input type="checkbox"/> Northampton	<input type="checkbox"/> Chowan <input type="checkbox"/> Hyde <input type="checkbox"/> Martin <input type="checkbox"/> Tyrrel <input type="checkbox"/> Washington
<input type="checkbox"/> <b>Two</b>	<input type="checkbox"/> Beaufort <input type="checkbox"/> Pitt	<input type="checkbox"/> Carteret <input type="checkbox"/> Craven <input type="checkbox"/> Pamlico	<input type="checkbox"/> Greene <input type="checkbox"/> Jones <input type="checkbox"/> Lenoir
<input type="checkbox"/> <b>Three</b>	<input type="checkbox"/> Onslow <input type="checkbox"/> Pender	<input type="checkbox"/> Duplin <input type="checkbox"/> Sampson	<input type="checkbox"/> Brunswick <input type="checkbox"/> New Hanover
<input type="checkbox"/> <b>Four</b>	<input type="checkbox"/> Edgecombe <input type="checkbox"/> Halifax	<input type="checkbox"/> Nash <input type="checkbox"/> Wilson	<input type="checkbox"/> Johnston <input type="checkbox"/> Wayne
<input type="checkbox"/> <b>Five</b>	<input type="checkbox"/> Wake	<input type="checkbox"/> Durham <input type="checkbox"/> Granville <input type="checkbox"/> Person	<input type="checkbox"/> Franklin <input type="checkbox"/> Vance <input type="checkbox"/> Warren
<input type="checkbox"/> <b>Six</b>	<input type="checkbox"/> Robeson	<input type="checkbox"/> Cumberland <input type="checkbox"/> Harnett	<input type="checkbox"/> Bladen <input type="checkbox"/> Columbus
<input type="checkbox"/> <b>Seven</b>	<input type="checkbox"/> Alamance <input type="checkbox"/> Orange	<input type="checkbox"/> Guilford	<input type="checkbox"/> Caswell <input type="checkbox"/> Rockingham
<input type="checkbox"/> <b>Eight</b>	<input type="checkbox"/> Chatham <input type="checkbox"/> Randolph	<input type="checkbox"/> Hoke <input type="checkbox"/> Lee <input type="checkbox"/> Moore	<input type="checkbox"/> Montgomery <input type="checkbox"/> Richmond <input type="checkbox"/> Scotland
<input type="checkbox"/> <b>Nine</b>	<input type="checkbox"/> Davidson <input type="checkbox"/> Rowan	<input type="checkbox"/> Davie <input type="checkbox"/> Forsyth <input type="checkbox"/> Stokes	<input type="checkbox"/>
<input type="checkbox"/> <b>Ten</b>	<input type="checkbox"/> Cabarrus <input type="checkbox"/> Stanly	<input type="checkbox"/> Mecklenburg	<input type="checkbox"/> Anson <input type="checkbox"/> Union
<input type="checkbox"/> <b>Eleven</b>	<input type="checkbox"/> Alleghany <input type="checkbox"/> Surry <input type="checkbox"/> Yadkin	<input type="checkbox"/> Avery <input type="checkbox"/> Caldwell <input type="checkbox"/> Watauga	<input type="checkbox"/> Ashe <input type="checkbox"/> Wilkes
<input type="checkbox"/> <b>Twelve</b>	<input type="checkbox"/> Cleveland <input type="checkbox"/> Gaston	<input type="checkbox"/> Alexander <input type="checkbox"/> Iredell	<input type="checkbox"/> Lincoln <input type="checkbox"/> Catawba
<input type="checkbox"/> <b>Thirteen</b>	<input type="checkbox"/> Burke <input type="checkbox"/> McDowell <input type="checkbox"/> Mitchell <input type="checkbox"/> Rutherford	<input type="checkbox"/> Buncombe <input type="checkbox"/> Madison <input type="checkbox"/> Yancey	<input type="checkbox"/>
<input type="checkbox"/> <b>Fourteen</b>	<input type="checkbox"/> Henderson <input type="checkbox"/> Polk <input type="checkbox"/> Transylvania	<input type="checkbox"/> Haywood <input type="checkbox"/> Jackson <input type="checkbox"/> Swain	<input type="checkbox"/> Cherokee <input type="checkbox"/> Clay <input type="checkbox"/> Graham <input type="checkbox"/> Macon

# North Carolina Department of Transportation BID FORM

WBS Element: 41514

Route: SR 1578 Airport Road

County: Lenoir

DESCRIPTION: Removal and disposal of trees and stumps from Right-of-Way on SR 1578 in Lenoir County

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	AMOUNT BID
1	SP	REMOVAL AND DISPOSAL OF TREES AND STUMPS	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 NORTH CAROLINA 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 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, 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: \_\_\_\_\_



