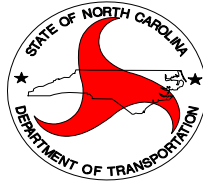


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE

**CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE**

WBS ELEMENTS: 1B.1070112

ROUTE: US 158

COUNTIES: Pasquotank

DESCRIPTION: Labor Necessary for Operation of One Highway Drawbridge in
Division One

DATE: June 9, 2008 BID OPENING: June 23, 2008 (10:00am)

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE NC LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$50,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER _____ N.C. CONTRACTOR'S LICENSE NUMBER _____

ADDRESS OF BIDDER _____

RETURN BIDS TO:

NC DEPARTMENT OF TRANSPORTATION
John Abel, Jr. – Division Bridge Maintenance Engineer
19210 US 64 East
Williamston, NC 27892
(252) 792-3747

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INSTRUCTIONS TO BIDDERS

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE BRIDGE MAINTENANCE ENGINEER'S OFFICE AT 19210 US HWY 64 EAST, WILLIAMSTON, NC BY 10:00 AM ON JUNE 23, 2008. NO FAXED BIDS WILL BE ACCEPTED.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

Quotation for Labor Necessary for Operation of the Pasquotank Drawbridge in Division One to be opened at 10:00 AM on June 23, 2008.

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
John Abel, Jr. – Division Bridge Maintenance Engineer
19210 US HWY 64 EAST
Williamston, NC 27892**

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 1995. 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.

STANDARD PROVISIONS

EVIDENCE OF CAPABILITY

Each prospective bidder must furnish with proposal evidence that he/she is capable of performing the bridge operation required by this contract. Information furnished must include a brief a resume of previous related experience.

AWARD OF CONTRACT

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

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract.

REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

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

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

SMALL BUSINESS ENTERPRISE PROGRAM

This is a SBE contract and to qualify for the North Carolina Department of Transportation Small Business Enterprise Program, a firm must have an annual gross income of \$1,500,000 (1.5 million or less), exclusive of materials. Bidders should be aware that the apparent low bidder for this contract will be required to provide actual documents which verify this income level. Required documentation will be either tax records from the most recent year or a letter certifying eligibility from an independent accountant or tax professional, in lieu of any actual financial statements.

This information **must** be submitted and verified by the Department of Transportation prior to the actual acceptance of any bid and subsequent award of contract. It is understood that the NC Department of Transportation will handle any and all information provided in strictest confidence.

PERFORMANCE GUARANTEE

For the first year of this contract, the Contractor agrees to invoice the Contracting Agency seven (7%) percent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial agreement or any extension agreement. In cases of default, this amount will be used to obtain these services from another source.

SPECIAL PROVISIONS

I. GENERAL REQUIREMENTS

1. SCOPE OF WORK

This work described herewith consists of furnishing all labor necessary for the Operation of one (1) Highway bridge for a period of one (1) year.

2. Location

The bridge is located on US 158 over the Pasquotank River in Pasquotank County, North Carolina as shown on the attached map.

3. CONTRACT TIME AND COMPLETION DATE

The contract shall begin work at 12:00 Midnight, July 1, 2008.

The completion date for this contract is 12:00 Midnight, June 30, 2009.

4. EXTENSION OF CONTRACT

Upon mutual agreement by the Department of Transportation and the Contractor, this contract may be extended for an additional period of up to two (2) years in one (1) year increments (maximum of three (3) years total). The lump sum bid price will be increased for each one-year extension by 3% of the current price based on a one year total. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. If the Department of Transportation elects to extend the contract, mutual agreement from the Contractor will be requested in writing ninety (90) days prior to the contract completion date for each additional year.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department of Transportation's Purchasing Agent, thirty (30) days prior to the expiration of the current contract.

5. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions – particularly those bearing on transportation, availability of labor, State Regulation for safety and security of property, roads and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimated properly the difficulty or cost of successfully performing the work.

6. INSURANCE

The Contractor shall provide Workmen's Compensation insurance in accordance with the laws of the State of North Carolina.

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him from claims for damage or property damages, which may arise from operations under this contract.

The Contractor shall carry public liability insurance with a minimum combined single limit of one million dollars.

7. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstances of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

8. COMPENSATION

The Department agrees to pay the Contractor one-fifteenth of the lump sum per month for services performed and described herein upon the receipt and approval of an invoice for the monthly period invoiced, less the 7% withheld during the first year of the contract as stated in the Performance Guarantee (see page 5). *Please note, if the contract is extended for an additional year the Department agrees to pay the Contractor one-twelfth of the lump sum per month as described in Extension of Contract.*

Each invoice submitted to the Department for payment shall include an employee work log, listing each operator on duty each shift by name and identification number and shall reflect the actual hours worked by each employee. Each invoice shall also include a copy of all weekly inspection forms, work logs, etc. completed by the Contractor during the monthly period invoiced. Certified invoices shall be submitted to the Bridge Maintenance Supervisor for his approval.

NOTE: The Contractor is requested to wait ten (10) days after submission of invoice and other required monthly submittal data before contacting NCDOT regarding payment not being received.

A. STANDARD COMPENSATION REDUCTIONS

1. BRIDGE ATTENDANT NOT ON DUTY

If at any time the bridge attendant is not present or on duty for any part of their shifts, as specified herein, a standard deduction of \$125.00 per attendant, per shift, will deducted from the Contractor's monthly payment. The Contractor must take action to correct the problem or DOT will do so at the Contractor's expense (expense based on DOT's incurred expenses).

2. REPAIRS AND/OR GENERAL MAINTENANCE NOT PERFORMED

If at anytime repairs and/or general maintenance are performed within the time limits as specified herein, the Contractor will be charged \$100.00 per day until corrected. The Contractor must take action to correct the problem or DOT will do so at the Contractor's expense (expense based on DOT's incurred expenses.)

9. BASIS OF PAYMENT

The payment will be full compensation for all work covered in this Contract including, but not limited to, furnishing all labor necessary to complete the work.

10. CANCELLATION

In the event it becomes necessary for the Engineer to have other forces perform work, the Contractor shall take immediate steps to supplement his forces to get the work back on schedule. If the Contractor does not take adequate steps to keep the work on schedule, or if he consistently performs unsatisfactory work, the contract may be cancelled upon fifteen (15) days written notice by the Engineer.

11. WORK PROCEDURES AND ASSIGNMENTS

A. ENGINEER

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

B. AUTHORITY OF THE ENGINEER

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

C. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Bridge Operator Supervisor for the purpose of supervision, training, scheduling, and coordinating this contract with the Engineer.

D. AVAILABILITY

Provisions shall be made so that a Bridge Operator Supervisor can be contacted twenty-four hours per day, seven days per week during the length of the contract.

12. WORK SCHEDULE AND TRAINING

The Bridge under contract is required to be operational at all times. The Contractor is required to provide a sufficient number of qualified personnel to accomplish this work and still accommodate employee leave and absenteeism: The Department will provide on the job training to the Contractor and Bridge Operators for a maximum of twenty (20) week days prior to March 1, 2007. Training may take place on any shift. All costs associated with this training shall be the responsibility of the Contractor.

Training of successive bridge operators will be the responsibility of the Contractor. The Contractor shall insure that all bridge operators are trained in the performance of their duties and are certified by the Bridge Maintenance Supervisor.

REQUIREMENTS FOR CERTIFICATION OF A BRIDGE OPERATOR ARE AS FOLLOWS:

- A. Complete reading of the Bridge Operators Manual.
- B. Demonstrate ability to operate the bridge and express knowledge of the operation to the Bridge Maintenance Supervisor.
- C. Complete 4 hours of instruction by Bridge Maintenance Electricians.
- D. Complete 80 hours of instruction by other operators or the Supervisor, To include a minimum of 10 openings per shift.
- E. Complete check-off on normal and emergency procedures.
- F. Complete 16 hours of General Safety Training as listed in Bridge Operator's Manual Part 1, Page 2(a). N.C. Department of Transportation will provide initial training. Any additional training will be the responsibility of the Contractor.

13. CONTRACTOR PERSONNEL

The Contractor will be guided by and will act in accordance with the conditions of this contract. The requirements are such that it may become necessary for the Contractor to remove personnel in its employment for the following reasons:

- A. Disrespect to Department employees or the public, whether Highway or marine, commercial or private, during performance of the contract.
- B. Personal conditions (such as being under the influence of intoxicating beverages, drugs, etc.) which may interfere with the performance of the services.
- C. Misconduct of any kind.
- D. Under circumstances set out in (A through C) above, the Contractor will be responsible for immediate removal of his employees. When it is necessary to remove personnel, the Contractor will immediately furnish a replacement or replacements to carry out the services to be performed.

14. STATE FURNISHED PROPERTY

The state will allow the Contractor to use all existing supplies and furnishings at no cost. This will include marine radios, emergency lanterns, fire extinguishers, etc. These items will be inventoried and the Contractor will be accountable for this property and will reimburse the DOT for any loss or damage to state owned property. The Contractor will be responsible for safety shoes and safety glasses.

15. DEPARTMENT FURNISHED SUPPLIES AND EQUIPMENT

The Department will provide all supplies required for operation of the bridge including lubricants, light bulbs, cleaning supplies, etc. The Contractor will be held accountable for the proper distribution and use of all supplies.

16. UTILITIES

The Department shall pay for fuel, electric, water, sanitary and telephone charges if they are existing facilities. Long distance telephone calls are authorized only when necessary in connection with State business. The Contractor shall pay charges for all authorized calls.

17. SAFETY AND SECURITY

Regulations in the Bridge Operators Manual shall be followed along with the following provisions:

- A. Fishing is not permitted from any part of the bridge or its fender system.
- B. Pedestrians are to be prohibited from subjecting themselves to danger while the Bridge is being operated.
- C. No boats are permitted to be tied up or moored to the bridge or its fender system.
- D. Only authorized personnel are to operate the bridge and will visually assure clearance of all water and highway traffic prior to opening and closing of the bridge.
- E. Do not permit vehicles of any description, including bicycles to park on bridge approaches between the end of the swing span and the first safety gate or on the draw span at any time, particularly when the bridge is being operated.
- F. Should a request be made to the Contractor for crossing of a bridge by a questionable piece of equipment, the Bridge Maintenance Supervisor should be informed immediately in order to review and determine allowance.
- G. Emergency phone numbers will be kept up-to-date and posted near phones.

18. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. All proposals must be signed by the owner or an officer of the firm.

19. ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject any and all proposals or to waive any informality in proposals.

20. MANDATORY WAGE RATE

This contract includes requirements for a mandatory wage rate of **8.85 per hour** for each attendant. A notice will be placed at the bridge, in the space utilized by Contractor for posting of employee information. The Contractor's employees should notify the North Carolina Department of Labor if the Contractor is not paying the mandatory wage rate.

21. CONTRACT DOCUMENT

A copy of the contract shall always be present at the bridge site for the Contractor's employees' reference.

22. MALICIOUS ACTIVITY

In the event of malicious activity such as robbery, assault, vandalism, etc., Contractor's personnel are to contact local emergency services. All malicious activity shall be reported to the Engineer.

23. INSPECTIONS

The Department's field representative will conduct unscheduled inspections and maintain a log noting conditions and compliance with contract provisions and quality of workmanship. These inspections will be performed at a minimum frequency of two times monthly.

II. INCIDENTAL MAINTENANCE INSTRUCTION

1. GENERAL

The Contractor will be responsible for the proper operation of the bridges covered by the contract.

2. LUBRICATION

The Contractor will be responsible for lubricating the bridge as detailed in the Bridge Operators Manual. The lubrication frequency shall be as necessary to maintain proper lubrication of the various machinery components. (Wedges once a week, bridge twice a month)

3. LIGHTING

The Contractor will be responsible for inspecting and replacing any burned out bulbs on the bridges, fender system warning signals, indicating lamps, operator's houses, and control houses such that repairs are made immediately upon discovery of the problem. Should an outage occur which cannot be corrected by replacing the bulb, the Contractor will substitute emergency lanterns and inform the Bridge Maintenance Supervisor or electrician immediately.

4. ORDER AND CLEANLINESS

The bridge and all of its appurtenances within the traffic gates including the operators and control houses shall be kept in state of order and cleanliness at all times.

- A. All floors shall be swept and mopped as often as necessary to keep them clean and dry. (Minimum once per week)
- B. All windows shall be washed when dirty and not less than once per month.
- C. Piers, walkways, platforms, etc., shall be swept or cleaned a minimum of once per week.
- D. All spare parts, supplies, and equipment shall be kept in their proper places and properly cared for.

III. OPERATIONAL INSTRUCTIONS

1. GENERAL

- A. The "Bridge Operators Manual" as published by the Department of Transportation and latest edition of Title 33, Part 117 of the Code of Federal Regulations", as amended, is hereby made part of this contract, and the operation of the drawbridges shall be in compliance with these publications.
- B. It will be the Contractor's responsibility to secure FCC radio telephone licenses for personnel operating VHF Maine radios.

2. BRIDGE OPERATIONS

- A. All electrical equipment for opening and closing the drawspan is controlled from the control desk located in the control house. This includes the main circuit breaker, traffic control lights, traffic gates, traffic barriers, wedges, and span turning machinery. All devices both on the control desk and in the control cabinets are identified by nameplates.
- B. All electrical equipment for opening and closing the drawspan is interlocked so that a definite sequence of operation is necessary, and it is impossible to operate any device out of sequence.
- C. Sequence of operation is listed step-by-step in "Bridge Operators Manual" with a copy of this manual located permanently in the control house.
- D. If a failure occurs in the opening sequence, the operators shall refer to the trouble-shooting guide in the "Bridge Operators Manual". If the problem cannot be corrected in this manner, then the operator is to call the Bridge Maintenance Supervisor or Bridge Electrician.
- E. Bypass switches are provided, that will bypass certain sequence steps in the operation. These shall not be used except as noted in the "Bridge Operators Manual."

IV. MAINTENANCE OF RECORDS

1. GENERAL

The Bridge Operator will be responsible for maintenance of records as indicate in Bridge Operators Manual Part 8 (c), Page 1 & Page 2.

V. EMERGENCY RESPONSE

- 1. The Operator shall refer to the trouble-shooting guide in the "Bridge Operators Manual" in the event of a malfunction. If the procedures covered in the guide do not correct the problem, contact Bridge Maintenance Supervisor and/or Bridge Maintenance Electrician.

LITTERING ON PROJECT

The discarding of trash other than in acceptable trash containers will be considered littering and not be tolerated on NCDOT Property. Violators will be subject to penalty under State Laws.

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.

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.

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 <https://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.

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. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (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.

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 (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day 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 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.
 - (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 (Officer/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 (Officer/Engineer) no later than (Time of Day) of the (No. of Days) calendar day 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 (Insert Municipality Name and delete Department, if applicable) 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 (Insert Municipality Name and delete Department, if applicable) 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 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 (Insert Municipality Name and delete Department title, if applicable) 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 (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

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 (Insert Municipality Name and delete Department, if applicable) will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department (Insert Municipality Name and delete Department, if applicable) does not award the contract to the apparent lowest responsive bidder, the Department (Insert Municipality Name and delete Department, if applicable) reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department (Insert Municipality Name and delete Department, if applicable) that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

MBE/WBE Replacement

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 (Insert Title and delete Engineer, if applicable)'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 (Insert Municipality Name and delete Department, if applicable) after a Request for Subcontract has been received by the Department (Insert Municipality Name and delete Department, if applicable), the Department (Insert Municipality Name and delete Department, if applicable) 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 (Insert Municipality Name and delete Department, if applicable) 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 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 (Insert Municipality Name and delete Engineer, if applicable). The Department (Insert Municipality Name and delete Department, if applicable) reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 (Enter No. of Days) 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.

Commitment

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

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

MANDATORY WAGE RATE REQUIREMENT

The Contractor is required to compensate drawbridge employees at the following wage rate. This is the minimum hourly wage rate that employees shall be paid.

Pasquotank River Draw Bridge

Operator: per hour \$8.85

The above hourly rates are based on information produced by the *Occupational Employment Statistics* program in cooperation with the *Bureau of Labor Statistics*.

NOTE: The Department reserves the right to audit the Contractor's payroll records, unannounced during the period of the contract and for ninety (90) days following contract expiration. Such audit shall be conducted during normal business hours. By signature below the Contractor agrees to release those records for review upon request. *If this form is not signed the Department has the right to reject the bid.*

Contractor's Signature

Date

Phone Use Policy

Use of the Pasquotank Draw Bridge phone is restricted to NCDOT personnel use, local calls or calls made by the Contractor or Contractor's personnel to NCDOT personnel, and for emergency use only. No unauthorized long distance, directory assistance, or any other type of call that results in additional charges to the phone bill will be tolerated.

The following numbers may be used to contact NCDOT Personnel:

***Bridge Maintenance Office (252) 331-4763
Lee Bundy (Bridge Maint. Super.) (252) 340-1173 (Cell)
John Abel (Bridge Engineer) (252) 792-3747 (Office)
or (252) 217-5856 (Cell)***

The attendant on duty has the responsibility of monitoring the use of the phone. Should an unauthorized call be made, the attendant on duty on the date and time the call is made will be held responsible. At the Department's discretion, the Contractor's employee may be subject to immediate removal from employment at the Pasquotank Draw Bridge.

Persons who are not employed by the North Carolina Department of Transportation, or the Contractor, _____, are not allowed to use the phone for any reason.

I, _____, employee of _____
_____, understand the above policy and agree to the terms
of the policy.

Employee Signature: _____

Contractor Witness: _____

Date: _____

MINIMUM WAGES

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer must pay wages at the rate of not less than FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees wages at a rate of not less than SIX DOLLARS AND FIFTEEN CENTS (\$6.15) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SIX DOLLARS AND FIFTEEN CENTS (\$6.15) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SIX DOLLARS AND FIFTEEN CENTS (\$6.15) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SIX DOLLARS AND FIFTEEN CENTS (\$6.15) per hour.

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

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

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

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

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

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

NOTARY

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____ .

My Commission Expires: _____ .

Pursuant to Internal Revenue Service 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.

Legal Business Name _____

Mailing Address: _____

9 Digit Taxpayer Identification Number
Social Security Number _____
OR
Federal Employer Identification Number _____

Remit to Address: _____
(Remittance only to this address)

9 Digit Taxpayer Identification Number
Social Security Number _____
OR
Federal Employer Identification Number _____

| | | |
|----------------------------------|--------------------------|------------------------------|
| Business Designation (Check one) | <input type="checkbox"/> | Individual SS# |
| | <input type="checkbox"/> | Sole Proprietorship SS# |
| | <input type="checkbox"/> | Partnership |
| | <input type="checkbox"/> | Estate/Trust |
| | <input type="checkbox"/> | Corporation / Fed ID# |
| | <input type="checkbox"/> | Public Service Corp. Fed ID# |
| | <input type="checkbox"/> | Governmental/Non-Profit |

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, it is true, correct, and complete. The IRS has not notified me that I am subject to backup withholding for failure to report income.

Name (Print or Type) Title (Print or Type)

*Must Sign Signature Date Telephone Number

CONTRACT BID PROPOSAL FORM

Description:

(1) LABOR NECESSARY TO OPERATE ONE HIGHWAY BRIDGE IN DIVISION ONE

NOTE TO BIDDERS: NCDOT reserves the right to reduce or eliminate any bid line item(s) as required to remain within project funding limits.

| ITEM | SECT | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT BID |
|---|------|----------------------------------|----------|------|------------|------------|
| 1 | | Provide Bridge Operator Services | 1 | LS | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| TOTAL BID FOR PROJECT: \$ _____ | | | | | | |

CONTRACTOR'S SIGNATURE

CONTRACTOR: _____

ADDRESS: _____

Federal Identification Number: _____ Contractor's License Number _____

Authorized Agent: _____ Title: _____

Signature: _____ Date: _____

Witness: _____ Title: _____

Signature: _____ Date: _____

THIS SECTION TO BE COMPLETED BY N. C. DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2002.

Reviewed by: _____

_____ DATE

Accepted by NCDOT: _____

_____ DATE