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| **North Carolina Department of Transportation** |
| **Proposal and Contract for Rodent Control** |
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| Date: |       |  |
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| TIP No.: |  | WBS Element: |  | County: |  |
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| THIS CONTRACT made and entered into by and between the Department of Transportation,  |
| hereinafter designated the Department, and |       | , |
| hereinafter designated the Contractor: |
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| **W I T N E S S E T H** |
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| It is hereby agreed between the Department and the Contractor that the Contractor shall perform the work hereinafter set forth for the prices shown, as directed by the Division Right of Way Agent for the Department of Transportation; the agreement of the Department and the Contractor being set forth as follows: |
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| **I** |
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| The Contractor shall find and treat all areas infested with rats and mice including runs, burrows, nests, etc., on the following parcels within forty-eight (48) hours after being notified by the Division Right of Way Agent to proceed with treatment on certain parcels. Each parcel to be treated is listed below together with the sum to be paid to the Contractor for treatment of each said parcel: |
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| Parcel | Address | Amount |
| Number |  |  |
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| IT IS UNDERSTOOD, HOWEVER, that the Department shall have the right to delete any parcel or parcels hereinabove listed from the Proposal and Contract at any time prior to treatment by the Contractor of such parcel or parcels, in which event, the total sum due the Contractor hereunder shall be reduced by the sum to be paid for the parcel or parcels so deleted. |
| **II** |
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| Treatment shall consists of the use of one (1) part poison (warfarin) to nineteen (19) parts bait (freshly ground yellow corn meal) to be distributed in packages or lots of approximately one (1) pound in bait boxes used for this purpose. The boxes shall be designed and securely fastened so as to prevent east access to the bait by children and pets. The boxes shall be checked not later than the fourth (4th) day after initially set and any spoiled bait shall be removed and the boxes shall be rebaited with fresh bait for the second (2nd) feeding. A check will be made following the second feeding to see if the bait continues to be eaten, and if so, a third (3rd) and fourth (4th) checking and rebaiting of the boxes will be accomplished as necessary. A liberal number of boxes shall be placed on every parcel treated and the Division Property Manager shall have the right to designate the specific number of boxes to be placed on each parcel. |
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| **III** |
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| The carcasses of all rodents recovered shall be buried or destroyed by burning. Also, all spoiled or unconsumed bait will be destroyed so it cannot be consumed by accident. |
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| **IV** |
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| The Contractor shall indemnify and save harmless the Department from any and all claims against it which arise out of the acts of the Contractor in the performance of this Contract, and the Contractor shall secure and maintain during the life of this Contract, and any extensions thereof, insurance of such nature and in such amounts as the Division Right of Way Agent may require and shall exhibit evidence thereof upon demand. |
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| **V** |
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| The Contractor shall observe and conform to all applicable laws, ordinances and regulations, State, county and municipal, in the performance of this Contract. |
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| **VI** |
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| The Contractor hereby agrees to furnish all material, tools and labor necessary to complete the work above specified for the prices indicated. |
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| **VII** |
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| Payment for work performed under this Proposal and Contract will be when all treatment is completed. Written certification must be furnished to the Division Right of Way Agent indicating that all specified areas and/or parcels have been treated as required and that no bills are outstanding as a result of this Contract. |
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| **VIII** |
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| REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONTRACTS |
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| II. EQUAL OPPORTUNITY |
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| **EXHIBIT 14** | SELECTION OF SUBCONTRACTORS, PROCUREMENT OF |
|  | MATERIALS, AND LEASING OF EQUIPMENT: |
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|  During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows: |
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| a. | Compliance With Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract. |
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| b. | Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations. |
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| c. | Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under the subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin. |
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| d. | Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Station Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information. |
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| e. | Sanctions for Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: |
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| (1) | withholding of payments to the contractor under the contract until the contractor complies, and/or |
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| (2) | cancellation, termination or suspension of the contract, in whole or in part. |
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| f. | Incorporation of Provisions: The contractor shall include the provision of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States. |
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| **IX** |
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| The Department shall have the right to terminate this Contract upon thirty (30) days written notice to the Contractor; and upon such termination, the Contractor will be paid for work performed to date of termination. |
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| **X** |
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| No work provided for in this Contract may be subcontracted by the Contractor without prior written permission of the Department through the Division Right of Way Agent. The Contractor shall pay any subcontractors for work performed within 7 days after the Contractor receives payment from the Department for work performed by the subcontractor. This requirement must be incorporated into all subcontract agreements. Failure to comply with the 7-day requirement may cause the Department to withhold payments to the Contractor and the Department may suspend work until the subcontractor is paid. |
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| IN WITNESS WHEREOF, this Contract was made and executed by the duly authorized representatives of the parties hereto on the day and year first hereinabove written. |
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| WITNESS/ATTEST |
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|  |  | CONTRACTOR |
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|  |  | Recommended: |
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|  |  | DIVISION RIGHT OF WAY AGENT |
| Execution of Contract Approved |  |  |
| as to Form and Legality: |  | Approved: |
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| STAFF ATTORNEY |  | ASSISTANT MANAGER OF RIGHT OF |
|  |  | WAY |