

DIVISION 13
CONTRACT PROPOSAL

REQUISITION #: 11256260

WBS ELEMENT: 13.101133

ROUTE(S): I-240 in Asheville; Mile Post 5.2 to Mile Post 5.8

COUNTY: Buncombe

DESCRIPTION: Professional Arborist Service to conduct tree health care program.

BID OPENING: Wednesday, June 19, 2013 AT 2:00 PM

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IN ADDITION, THE PRACTICE OF THE GENERAL STATUTES OF NORTH CAROLINA REQUIRES THE BIDDER TO BE LICENSED BY THE N.C LICENSING BOARD. CONTRACTORS BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE WITH THE EXCEPTION OF 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, AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: Mike Calloway, Division 13 Project Manager
55 Orange Street
Asheville, NC 28801

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 11256260 IN BUNCOMBE COUNTY, NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
ASHEVILLE, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract 11256260 ; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to complete State Highway Contract No. 11256260 in **Buncombe County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Division 13 Project Manager

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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. **THE ENTIRE PROPOSAL WITH THE BID SHEET COMPLETED ALONG WITH ALL APPENDIXES AND ANY ADDENDA SHALL BE SUBMITTED IN ORDER FOR THE BID TO BE CONSIDERED FOR AWARD. (SEE ITEM #11 BELOW)**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **UNIT PRICES SHALL BE ROUNDED OFF BY THE BIDDER TO CONTAIN NO MORE THAN FOUR DECIMAL PLACES.**
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if 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 ENTIRE PROPOSAL WITH THE BID SHEET, THE APPENDIXES, AS WELL AS ANY PROJECT ADDENDA AND SUBMITTALS SHOULD BE STAPLED OR OTHERWISE SECURELY FASTENED AND SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT 55 ORANGE STREET, ASHEVILLE, NC 28801 BY 2:00 P.M. ON WEDNESDAY, JUNE 19, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR CONTRACT NUMBER: REQUISITION 11256260 PROFESSIONAL ARBORIST SERVICE TO CONDUCT A TREE HEALTH CARE PROGRAM ON I-240 IN THE MEDIAN PLANTER IN BUNCOMBE COUNTY. TO BE OPENED ON WEDNESDAY, JUNE 19, 2013 AT 2PM.

ATTEN: MIKE CALLOWAY, DIVISION PROJECT MANAGER

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**MR. MIKE CALLOWAY, DIVISION 13 PROJECT MANAGER
N. C. DEPARTMENT OF TRANSPORTATION
55 ORANGE STREET, ASHEVILLE, NC 28801**

MANDATORY SUBMITTALS TO BE FURNISHED WITH CONTRACT PROPOSAL

In order to select a company that is completely qualified to perform the proposed work, the contractor will furnish as part of the bid proposal package the following documents:

For the project manager and/or the lead arborist, submit current ISA Arborist Certification, experience and background information and 3 references to include contact information, for similar work.

Soil Injection Therapy Program description to include the formulation for the fertilizer/soil conditioner to be used.

Public Liability Insurance Statement, Worker's Compensation Insurance and Property Damage Insurance Statement, a Traffic Control Plan, Detailed Work Progress Schedule, Pesticide License, also Work Zone Supervisor Certification. The Contractor is to provide the North Carolina Department of Transportation with this information, also with contact information such as names, addresses, phone numbers and e-mail addresses. If any of these terms are not met, the North Carolina Department of Transportation will have the right to reject the bid and select the next lowest responsible bidder or cancellation of this contract.

Companies shall submit with their bid package documentation detailing their prior work experience in performing the operations outlined in this contract proposal. This information will be considered when determining award of contract. The contractor shall, prior to receiving the award of contract letter from the Department, submit all necessary paperwork (if not already prequalified for the type of work requested) to the Departments Contractual Services Unit to obtain a qualified status with the Department. A link to their site is listed below.

<https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>

PROJECT SPECIAL PROVISIONS **GENERAL**

Project Description:

The North Carolina Department of Transportation is seeking the services of a Professional Arborist Company to conduct a tree health care program. The work shall consist of furnishing traffic control, tree removal, root collar excavation, removal of girdling and choking roots, pruning, cabling, soil analysis, soil injection therapy, pest management, and training. It also includes an observation period which includes quarterly visits, tree re-evaluation and written report and soil analysis and may include tree removal, pruning and pest management if needed.

In order to keep the highway safe and traffic flowing during heavier travel times, work hours will be 7:30 am to 4:00 pm, Monday through Friday, unless otherwise approved by the Engineer. Request for exceptions to these work times must be submitted in writing to the Engineer. All work under this contract is subject to seasonal weather limitations.

Location of site: I-240 from mile marker 5.2 to mile marker 5.8 (Beaucatcher Cut); raised median planter located in Asheville in Buncombe County.

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00, the bid will not be considered for award.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **September 3, 2013.**

The completion date for this contract is **September 3, 2014.**

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

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of initial tree removal as specified and as directed by the Engineer.

The date of availability for this intermediate contract time will be **September 3, 2013.**

The completion date for this intermediate contract time will be **September 20, 2013.**

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of root collar excavation, removal of girdling roots, pruning, cabling, soil analysis (1st testing), and soil injection therapy as specified and as directed by the Engineer.

The date of availability for this intermediate contract time will be **September 3, 2013.**

The completion date for this intermediate contract time will be **October 4, 2013.**

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES

The Contractor shall complete the required work of performing the initial pest and disease management as specified and as directed by the Engineer.

The date of availability for this intermediate contract time will be **September 3, 2013.**

The completion date for this intermediate contract time will be **September 3, 2014**.

The completion date for this intermediate contract time will be a date mutually agreed upon by the Engineer and the contractor. At the pre-construction meeting the Engineer and the contractor shall discuss the schedule for the initial pest and disease treatments. Based on proper timing of the applications for the specific pests or diseases to be treated, a reasonable time frame for applications to be applied and completed will be determined. The agreed upon schedule will be put in writing and signed by both the contractor and the Engineer and shall become a part of the contract documents and will constitute the completion date for Intermediate Contract Time Number 3. Liquidated damages will be applied accordingly.

The liquidated damages are **Eight Hundred Dollars (\$800.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 4 AND LIQUIDATED DAMAGES

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **[I-240]** during the following time restrictions:

DAY AND TIME RESTRICTIONS

[Monday -Friday 4:00 pm to 7:30 am]

In addition, the Contractor shall not close or narrow a lane of traffic on **I-240**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

For **Friday's** that creates unusually high traffic volumes, as directed by the Engineer.

For **New Year's Day**, between the **5:00 pm** December 31st and the **8:00 am** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 am** to the following Tuesday.

For **Easter**, between the hours of **3:00 pm** Thursday and **8:00 am** Monday.

For **Memorial Day**, between the hours of **4:00 pm** Friday and **8:00 am** on Tuesday.

For **Independence Day**, between the hours of **4:00 pm** the day before Independence Day and **8:00 am** the day after Independence Day. If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 pm** the Thursday before Independence Day and **8:00 am** the Tuesday after Independence Day.

For **Labor Day**, between the hours of **4:00 pm** Friday and **8:00 am** on Tuesday.

For **Thanksgiving Day**, between the hours of **4:00 pm** Tuesday and **9:00 am** Monday.

For **Christmas**, between the hours of **3:00 pm** the Friday before the week of Christmas Day and **3:00 pm** the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Two Hundred Dollars (\$ 200.00)** per hour.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE
(DIVISIONS)

(10-16-07)(Rev. 1-17-12)

102-15(J)

SP1 G67

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goals Requirement - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed MBE and WBE participation along with a listing of the committed MBE and WBE firms.

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

MBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

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

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

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

WBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed WBE subcontractor(s).

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

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/RF-1.pdf

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/saf.xls

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
https://apps.dot.state.nc.us/_includes/download/external.html?pdf=http%3A//www.ncdot.gov/doh/forms/files/JC-1.pdf

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet this MBE and WBE goals. This form is for paper bids only.
<http://www.ncdot.gov/doh/preconstruct/ps/word/MISC3.doc>

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
http://www.ncdot.gov/business/ocs/goodfaith/excel/Ex_Subcontractor_Quote_Comparison.xls

MBE and WBE 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 MBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above as the MBE goal.
- (2) *If the MBE goal is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

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

- (1) *If the WBE goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above as the WBE goal.
- (2) *If the WBE goal is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the MBE and WBE goals respectively. The Directory can be found at the following link. <https://partner.ncdot.gov/VendorDirectory/default.html>

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the MBE goal and the WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

Blank forms will not be deemed to represent zero participation. Bids submitted that do not have MBE and WBE 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 rejected.

(A) *If either the MBE or WBE goal is more than zero*,

- (1) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* 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 and WBE participation for the contract.
- (2) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety.

- (3) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the corresponding goal.
- (B) *If either the MBE or WBE goal is zero*, bidders, at the time the bid proposal is submitted, shall enter the word "None"; or the number "0"; or if there is participation, add the value on the *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the MBE and WBE goals of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or WBE goal, the

Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 12:00 noon of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Submission of Good Faith Effort

If the bidder fails to meet or exceed either the MBE or the WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal(s).

One complete set and (No. of Copies) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 12:00 noon on the next official state business day.

Note: 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. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with MBE/WBE Goals More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE and WBE goals will be achieved. This includes, where

appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- (C) Providing interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract MBE or WBE goals, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening NCDOT's Business Development Manager in the Business Opportunity

and Work Force Development Unit to give notification of the bidder's inability to get MBE or WBE quotes.

- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the MBE and WBE goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

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 to the Department that the MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation toward Meeting MBE/WBE Goals

- (A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed 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) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check.

Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. If a MBE or 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, it shall be presumed that the MBE or WBE is not performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE or WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE or WBE requirement 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) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or 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 determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and 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 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 any other relevant factors.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) 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 the MBE or WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) 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.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the goal requirement. This, however, may not always be possible due to the

limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime liable for meeting the goal.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement 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. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, 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 a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE is terminated for good cause as stated above, an additional MBE that was submitted at the time of bid may be used to fulfill the MBE commitment. The same holds true if a committed WBE is terminated for good cause, an additional WBE that was submitted at the time of bid may be used to fulfill the WBE goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
 - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/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 the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the 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 goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal

requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

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

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and 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:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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 until the required information is submitted.

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 being approved for further work on future projects until the required information is submitted.

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.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

CONTRACTOR'S CERTIFICATION REQUIREMENTS

(7-1-95) (Rev. 02-03-012)

102-14

SP1 G88

A current North Carolina Pesticide License shall be required. Bidders must have a valid, sub-classification in Ornamentals and Turf, and Right of way issued by the NCDA, to be considered eligible to bid. The contractor and/or the project manager for the contractor must be an ISA Certified Arborist with extensive experience in urban tree care to include root collar excavation, removing girdling roots, pruning, cabling, soil analysis, soil injection therapy, pest and disease management and tree (health and risk) evaluation. **A copy of the current certification for the lead arborist/project manager shall be submitted along with the bid proposal package.** A description of qualifying background information and training along with at least 3 references of similar work shall also be submitted along with the bid proposal package. If there will be more than one lead arborist to perform different tasks that are required in this project, submit the

appropriate certifications, documentations and references for all. Failure to submit this information along with the bid proposal package will result in disqualification of the bidder.

All workers performing critical task must be a minimum of an ISA Certified Tree Worker and must be under the direct supervision of the approved Certified Arborist at all times critical tasks are being performed. Current certifications are required. The North Carolina Department of Transportation will have the right to reject the bid and select the next lowest responsible bidder or cancellation of this contract.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

COOPERATION WITH UTILITY OWNERS

(3-20-12)

105

SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

The NCDOT Traffic Services Department shall be notified forty-eight (48) hours prior to any digging and/or trenching operations to ensure that underground signal equipment is located properly. Contact person is Charles Rice and his office number is 828-298-0094.

COOPERATION BETWEEN CONTRACTORS

(7-1-95)

105-7

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *2012 Standard Specifications*.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C.G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *N.C.G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

- (O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

PROJECT SPECIAL PROVISIONS

ROADWAY

There are 100 Red Oaks located in the raised planter, in the median of I-240 between mile marker 5.2 and 5.8 in Asheville, NC. In late summer of 2012, as a service to NCDOT, a professional tree care company conducted a visual assessment of the existing trees and prepared a written report. The work required in this contract proposal is based on the evaluations and recommendations resulting from that evaluation. A summary of the information reported in the visual assessment is provided in this proposal in Appendix D and E.

The following background information along with reports are included:

- Appendix A Project Location
- Appendix B Description of Median Planter
- Appendix C NCDA Soil Test Results (summer of 2012)
- Appendix D Visual Assessment Report (summer 2012)
- Appendix E Summary Table from Visual Assessment Report

The Contractor shall provide all materials, labor, equipment and traffic control to satisfactorily complete the work of conducting a tree health care program for the trees located in the median planter of I-240. This work includes tree removal, root collar excavation, removal of girdling roots, pruning, cabling, soil analysis, soil injection therapy, pest and disease management, training, inspections, and re-evaluation of tree condition and all other work identified in this contract. Work shall be available from 7:30 am to 4:00 pm Monday through Friday. Extended hours may also be granted at the request of the contractor, in writing, to the Engineer or his/her representative. The Contractor shall contact NCDOT after award of the bid for the time and date for the 'pre-construction' conference.

All operations shall be conducted to ensure adequate safety measures for the employees and the traveling public are provided at all times.

There shall be a one year observation period for this contract that includes inspection, assessment and meeting with the Engineer to discuss progress. Tree removal, additional pruning and pest and disease management may also be required during the observation period.

The Contractor shall be paid for all services satisfactorily rendered and accepted at one hundred (100%) percent for each of the line items listed for this contract at the end of each of the intermediate completion dates for this project, including tree removal, subsequent tree removal, root collar excavation, removal of girdling roots, pruning, cabling, soil analysis, soil injection therapy, Obscure Scale insecticide treatment, boring insect insecticide treatment, Stem Canker fungicide treatment and generic pest or disease treatment.

During the Observation Period of this contract, the contractor shall be paid at one hundred (100%) percent of the unit price for subsequent tree removal, Obscure Scale insecticide treatment, boring insect insecticide treatment, Stem Canker fungicide treatment and generic pest or disease treatment and observation period cycle.

It may take up to thirty (30) days to process the request for payment invoice. Do not contact NCDOT Division 13 Business Office regarding payment until thirty (30) days after the date of submitting the invoice for payment.

This Contract is set up for full one-hundred percent (100%) payment provided all services are rendered as outlined herein. Should the Contractor fail to provide any part of the complete service in accordance with the terms of the contract, adjustments will be made to the invoice submitted for payment and consequently to the compensation.

REMOVAL OF EXISTING TREES

The Contractor shall cut and remove the trees indicated for removal in Appendix E that are approved by the Engineer as well as any other trees indicated by the Engineer. Remove all limbs, branches, trunk and grind stump to remove the complete tree. Be aware that there are existing underground utilities in the planter. Dispose of all waste and debris off site. Conduct the removal process in the safest manner possible for the traveling public as well as the workers. All precautions will be taken so at no time during this operation will any debris be allowed to enter the travel-ways of I-240.

All initial removal of trees shall be completed by Intermediate Contract Completion Date 1.

Trees that are completely removed to the satisfaction of the Engineer during the initial tree removal process shall be paid for at the contract unit price each for Initial Tree Removal.

At any time during the course of this contract, should it be determined that a tree is not in good enough health to retain, the Engineer may require its removal. Removal of a tree outside of the initial tree removal completion date shall be paid for at the contract unit price each for Subsequent Tree Removal for each tree satisfactorily removed.

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of initial tree removal and subsequent tree removal may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment shall be made under:

<u>Pay Item</u>	<u>Unit</u>
Initial Tree Removal	Each
Subsequent Tree Removal.....	Each

ROOT COLLAR EXCAVATION

On approximately one tree the Contractor shall perform a root collar excavation to remove excessive soil down to the original root flares to reduce the risk of stem cankering and root rot diseases. The root collar excavation shall be done with an air knife or air spade specifically designed for such purposes. The excavation procedure shall be conducted in such a manner so as not to injure any major roots to be retained or the tree trunk. Remove and dispose of excess soil off site.

All root collar excavation shall be completed by Intermediate Contract Completion Date 2.

Root collar excavation will be paid for at the contract unit price each for each tree that has had the root collar satisfactorily excavated.

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of Root Collar Excavation may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment shall be made under:

<u>Pay Item</u>	<u>Unit</u>
Root Collar Excavation.....	Each

REMOVAL OF GIRDLING OR CHOKING ROOTS

On approximately twelve (12) trees the Contractor shall carefully cut and remove, using appropriate methods, all harmful or potentially harmful, girdling and choking roots at the base of the trunk. All cuts shall be clean and smooth with no rips, tears or jagged edges. The contractor shall take precautions not to injure any major roots to be retained or the tree trunk, during this removal process. Promptly remove and properly dispose of debris created from this operation off site.

See Pruning Equipment.

All removal of girdling or choking roots shall be completed by Intermediate Contract Completion Date 2.

Removal of girdling or choking roots will be paid for at the contract unit price each for each tree that has had all girdling and choking roots satisfactorily removed.

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of Removal of Girdling Roots may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment shall be made under:

<u>Pay Item</u>	<u>Unit</u>
Removal of Girdling Roots	Each

PRUNING

All trees remaining after the removal process will receive an initial pruning. All work shall be performed in accordance with the current edition of the *American National Standards Institute A300 Pruning Standards* and *Z133.3 Safety Standards*. All work shall be performed under the direct supervision of the pre-approved International Society of Arboriculture certified arborist. All workers conducting pruning work on this project shall be pre-approved. The contractor shall submit in writing the proper certifications and training portfolios of each of the employees who will be conducting pruning work on this project for approval prior to beginning the operation. See Contractor's Certification Requirements.

Each tree shall receive a complete and thorough pruning to provide 'crown cleaning'. Remove all dead, dying, diseased, defective, stubbed and broken limbs and branches from the crown.

After pruning for crown cleaning is completed, discuss further pruning needs with the Engineer prior to proceeding so that the Engineer has a thorough understanding of the proposed pruning work needed for each tree. Additional pruning requirements may and should include: structural pruning, thinning and pruning to provide clearance. Pruning shall be done to correct and promote good crown structure and to reduce the risk of failure due to wind, snow and ice. Structural pruning shall be done with consideration to the maturity and health of the individual tree. To create and maintain a healthy tree, thin to reduce density and weight as necessary. Conduct all crown thinning if needed in the outer third of the tree's canopy. Do not remove any branches greater than 2½ inches in diameter for thinning purposes. Prune to provide vertical clearance from the roadway to approximately 14 feet and to provide clearance from existing lights and poles as directed by the Engineer.

All pruning cuts should be made according to the purpose and desired results. Flush cuts and stub cuts are unacceptable. Conduct operation so as to avoid predisposing the tree to internal decay and cracking. Avoid making pruning cuts to larger limbs (4 inches and greater) if at all possible. If larger limbs (limbs too heavy to hold in one hand) must be removed, they shall be handled in such a manner to maintain control of them at all times during the removal process. Avoid creating 'top-heavy' trees. **Do not remove more than 25 percent of the live canopy** of the tree unless approved by the Engineer. Conduct all pruning with the goal of preserving the natural shape of the tree if possible. Do not remove leaders, but do prune to eliminate co-dominate leaders if needed and possible. Avoid topping and 'lion tailing'.

During the pruning process, should it become obvious that a tree's health or structural integrity is so compromised that removal should be considered, the contractor shall notify the Engineer immediately.

See Pruning Equipment.

Promptly remove all pruning waste and debris and properly dispose of off-site. The work area shall be kept safe at all times during the operation. Accumulation of debris will not be allowed. All debris shall be cleaned up each day and properly disposed of off-site. All soil, branches, stems, leafs or other debris shall be raked up or swept and removed from pavement surfaces adjacent to the planter at the end of each day of operation, or more often if needed or directed by the Engineer, to prevent a safety hazard to the traveling public. Disposal off-site of all cuttings,

branches, wood chips, etc. shall be the contractor's responsibility and the location and a copy of any permits required shall be furnished to the Engineer prior to conducting the operation. All disposal expense will be the contractor's responsibility.

During the course of the contract, the contractor may be required to perform additional pruning if needed to eliminate broken or damaged limbs and branches that may present a possible hazard. An evaluation of all additional pruning needs will be conducted during the last quarter of the observation period, at a time mutually agreed upon by the contractor and the Engineer. At that time any additional pruning to remove continued dieback, broken or damaged branches that have occurred since the initial pruning was accomplished will be scheduled.

All initial pruning shall be completed by Intermediate Contract Completion Date 2. Any additional pruning required during the observation period of the contract shall be accomplished within one week of notification by the Engineer or as scheduled and agreed to by the Engineer.

Pruning will be paid in a Lump Sum payment for the complete and satisfactory pruning of all trees in the median planter. All subsequent pruning required during the observation period of the contract shall be incidental to the project and no payment will be made.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Pruning	Lump Sum

PRUNING EQUIPMENT

All cutting tools and saws shall be properly maintained and sharpened prior to arrival to the job site each day and shall be kept so, so as to provide smooth cuts without damage to wood or bark left on tree. Fuel and lubricants for pruning equipment shall be dispersed or applied over containment or protective tarps so that all spillage is captured and disposed of properly off site. Do not refuel or lubricate saws over the planter median. All tools used to prune trees identified to contain disease or pest infestations shall be properly disinfected immediately after pruning work on such tree(s) is accomplished and before pruning of any adjacent trees. This shall include any new infestations discovered during the tree care operations. No climbing spurs or spiked shoes/boots will be allowed.

CABLING

Approximately 13 trees will require cabling in upper crowns between multiple stems or split stems, to support weak 'V' crotches beneath, to reduce risk of failure or breakage during wind, ice and storm events. The arborist shall examine each of the trees identified to receive cabling and provide a written description for each of the trees to the Engineer. The written description shall provide the following information: tree number (identified by location per Appendix E), cabling system type, and cabling hardware to be used.

All cabling shall meet current ANSI A300 standards.

All cabling shall be completed by Intermediate Contract Completion Date 2.

Cabling shall be paid for at the contract unit price for each tree that has satisfactorily had cabling installed and accepted. (Payment will be per tree and not by the number of cables installed.)

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of Cabling may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment shall be made under:

<u>Pay Item</u>	<u>Unit</u>
Cabling	Each

SOIL ANALYSIS

Prior to beginning the fertilization process and also prior to the end of the observation period, the contractor shall conduct a complete soil analysis to include evaluation of individual nutrient levels, micronutrients levels, soil pH, organic matter content, cation exchange capacity, etc. A copy of the reports along with recommendations based on the analysis shall be provided to the Engineer. The soil tests shall be performed by a professional laboratory. Samples shall be prepared from pulls taken at multiple locations at the east end, middle and west end of the planter so that 3 individual samples are consequently evaluated. One sample shall be tested from the east end, one from the middle and one from the west end.

A written report prepared from the results, to include recommendations, shall be furnished and discussed with the Engineer prior to beginning fertilization and again at the final project meeting. Based on the soil analysis results, adjustments to the proposed fertilizer composition and rate may be made if directed and/or approved by the Engineer.

Soil analysis will be paid for at the contract unit price for each soil analysis report containing the analysis summary and recommendations for the 3 samples evaluated.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Soil Analysis	Each

SOIL INJECTION THERAPY

All trees to remain shall receive a sub-surface liquid fertilization/soil conditioner injection into the root zone of each tree, to stimulate recovery, promote root growth, strengthen the root systems, and generally improve the vigor of the tree. The fertilizer/soil conditioner shall be organic, slow release and water soluble. Water source shall be free of any detrimental chemicals such as fluoride, chlorine, etc. and shall have a pH suitable for plant growth. The liquid fertilizer/soil conditioner shall be injected to a depth of 6 to 12 inches, in a grid pattern not to exceed 3 feet by 3 feet, to cover at a minimum of the area beneath the drip line of the tree, utilizing equipment specifically designed for sub-surface liquid fertilization injection.

The contractor shall submit a written document to describe the soil injection therapy program with the contract proposal. The written document shall include a thorough description of the fertilizer/soil conditioner composition to be used, the rate, the proposed time frame for application, and the exact method and equipment that will be used for application. **The proposed fertilizer/soil conditioner formulation shall be considered when awarding the contract for this project.**

Soil Injection Therapy will be paid for at the contract unit price for each tree that has had a satisfactory application.

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of Soil Injection Therapy may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Soil Injection Therapy	Each

PEST MANAGEMENT

The visual assessment identified 6 trees with Obscure Scale that need treatment with a long acting residual insecticide. Thirteen (13) trees were identified to have an infestation with invasive boring insects and require treatment for suppression. And, stem cankering disease was found in 10 trees that require treatment with a systemic, long acting residual fungicide. See Addendum E for specific tree and pest information. The contractor shall also conduct their own current and thorough investigation of the trees to remain, to determine if any other insect or disease problems are present. The contractor shall provide the Engineer with a written report of all pest problems identified, the identification number of the tree infected and the proposed treatment. The proposed treatment program shall identify the pest, type of treatment required, any proposed insecticides, fungicides, miticides, etc. to be used, rates of application, number of applications and the schedule for applying.

The Contractor shall inspect and identify any pests found on the trees throughout the course of the tree health care contract and shall immediately notify the Engineer. The Contractor shall be responsible for control of the pest(s) and apply insecticides, fungicides, miticides, etc. for the control of the specific pest. The type and rate of insecticides, fungicides, miticides, etc. to be utilized shall be submitted to the Engineer in writing for approval prior to application.

The Engineer may at any time during the course of the project notify the Contractor of discovery of pests found and request treatment be initiated immediately.

All pesticides will be chosen for safety considerations and their ability to rid or control the problem. All pesticides must be labeled for the purpose for which they are being used. The proposed treatments must be approved prior to application.

The appropriate and current pesticide application license must be maintained at all times during the life of this project

Treatment for those pest identified in this contract Appendix E, shall be paid for in the contract unit price for each type of treatment for each tree that has been satisfactorily treated.

Pest problems that are identified during the course of this contract shall be paid for at the contract unit price each for Generic Pest Treatment for each tree that has been satisfactorily treated for a specific pest.

The quantities furnished in this contract proposal are estimated quantities based on a visual tree assessment by a third party. The final quantity shall be the exact number agreed upon by the Engineer. The quantity of Obscure Scale Insecticide Treatment, Boring Insect Insecticide Treatment, Stem Canker Fungicide Treatment and Generic Pest Treatment may be increased or decreased as needed. Such variation in quantity will not be considered an alteration in the details of project or a change in the character of the work.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Obscure Scale Insecticide Treatment	Each
Boring Insect Insecticide Treatment	Each
Stem Canker Fungicide Treatment	Each
Generic Pest Treatment	Each

TRAINING

The contractor shall educate and train Department personnel on all aspects of the work that is being conducted. The Department will furnish up to two employees to observe and learn the aspects of each of the different operations to be conducted on this project. The contractor will thoroughly explain why and how each of the operations should be properly conducted as well as the proper timing of the tasks. The objective is to complete this project with two employees that are knowledgeable and capable of continuing the tree health care program into the future and better preserve the Department's asset.

The training of Department personnel shall be incidental to the work to be accomplished and there shall be no separate payment made for this requirement.

OBSERVATION PERIOD

The observation period for this contract shall begin on the completion of the Intermediate Contract Time 2, and proceed for one complete year. The work shall include but is not limited to, quarterly inspections of trees to assess progress, problems and needs, soil analysis and written report and re-evaluation and written report. Additional tree removal, pruning or pest treatments may also be required during this period. During the observation period the Contractor shall be available within twenty-four (24) hours of contact by the Engineer, to handle any urgent situations requiring immediate attention.

The Contractor or his/her appointed representative shall meet on the project at a predetermined quarterly schedule (every 3 months) to identify any problems and any tasks that need to be accomplished during that period. The contractor shall discuss their observations with the Engineer and or the employees to be trained.

During the last quarter and at least one month prior to completion of the observation period, the contractor will do a complete examination of each tree to re-evaluate the current condition of the tree and its response to the elements implemented during the tree health care program. The contractor will prepare a detailed written final report and schedule a meeting with the Engineer prior to completion of the project to discuss the results and recommendations.

One visit per quarter (every 3 months) to meet with the Engineer shall be considered a cycle. Each cycle of the observation period shall be paid for at the contract unit price each. The final report shall be considered incidental to the work to be accomplished in this project and no additional payment will be made.

Tree removal during the observation period shall be paid for at the contract unit price each for Subsequent Tree Removal for each tree satisfactorily removed.

Soil analysis will be paid for at the contract unit price for each soil analysis report containing the analysis summary and recommendations for the 3 samples evaluated.

Treatment for those pest identified in this contract Appendix E, shall be paid for in the contract unit price for each type of treatment for each tree that has been satisfactorily treated.

New pest problems that are identified during the course of this contract shall be paid for at the contract unit price each for Generic Pest Treatment for each tree that has been satisfactorily treated for a specific pest.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Observation Period Cycle.....	Each
Subsequent Tree Removal.....	Each
Soil Analysis.....	Each
Obscure Scale Insecticide Treatment.....	Each
Boring Insect Insecticide Treatment.....	Each
Stem Canker Fungicide Treatment.....	Each
Generic Pest Treatment.....	Each

FINAL ACCEPTANCE

Final acceptance on this project shall be made on **July 8, 2014** or a mutually agreed upon date thereafter. Final acceptance shall be made only after all tree health care elements have been implemented satisfactorily and the overall appearance of the project is neat and clean.

DAMAGE TO PLANT MATERIAL

If the Contractor damages or significantly injures any of the established plant material that is to remain within this project's limits, whether in the median planter or adjacent road shoulders, the Contractor shall be required to replace the plant with like species at the same size as the damaged plant at his or her cost. Should the plant be beyond a reasonable replacement size, the landscape value of the plant shall be determined and this amount shall be deducted from the contract bonds. Such damage or injuries shall be determined by the Engineer or his representative.

RIGHT TO ENTER ONTO THE PROJECT

The North Carolina Department of Transportation reserves the right to enter onto the project and have NCDOT personnel or their Contractor(s) perform plant replacement or removal of any plant material at any time and for any reason, at the discretion of the Engineer or his representative.

DAMAGE TO NCDOT FACILITIES

The Contractor may be held responsible for any damage he caused to NCDOT facilities; including but not limited to spit rail fence, roadway surfaces, shoulders, guardrail, drainage structures, signs, pavement markers, utilities and pavement markings.

TRAFFIC CONTROL

(01-17-12) (Rev. 4-16-13)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2012 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with Standard Drawing No. 1101.01 of the *2012 Roadway Standard Drawings* prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated (refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02 and 1130.01 of the *2012 Roadway Standard Drawings*). Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.01, 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 of the *2012 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. 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. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the 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 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. Replace any obliterated markings as required by other sections of the *2012 Standard Specifications* and the Engineer.

When personnel and/or 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 Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or 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 Standard Drawing No. 1101.02 of the *2012 Roadway Standard Drawings* unless the work area is protected by barrier or guardrail. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *2012 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or 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.

The Contactor is to provide Traffic Control services near to mile post 5.2 to 5.8 along I-240 median East/Westbound lanes in Buncombe County. The quantity shown on the bid sheet is an estimate of the number of days that lane closures and shoulder closures will be required to completed the work. It is only estimation and there is no guarantee that the contract amount will be required.

The Contactor shall provide Traffic Control services in accordance with the 2012 Standard Specifications and as directed by the Engineer. The Engineer will identify the locations where the Contractor will provide Traffic Control. The Engineer or his/her representative will monitor the Contractor's operations on a periodic basis to assure compliance with proper traffic control procedures.

Department personnel shall provide direction as to the location, layout and the method of traffic control required. Temporary lane closures shall be in accordance with the NCDOT Highway Design Branch Roadway Standard Drawing Number 1101.02.

Temporary shoulder closures shall be in accordance with the NCDOT Highway Design Branch Roadway Standard Drawing Number 1101.04.

The Contactor shall comply with all applicable Federal, state and local laws, ordinances, and regulations governing safety, health, and sanitation. The Contractor shall take any other needed actions that are reasonably property in connection with the performance of the work covered by

the contract. Failure by the Contractor or its personnel to comply with any of the provisions of the provisions of this contract or instructions given by the Engineer or his/her representative with regard to the traffic control operations or the safety of job site personnel or public shall result in Liquid damages or may result in suspension of work.

Compensation for providing traffic control will be made at the contractor unit price per each, for Should Closures and Lane Closures. Such payment will be full compensation for all work covered by this section including, installing maintaining relocating and removing all traffic control devices as directed by the Engineer. The traffic control operation will be in a manner safe for both the traveling public the contractor and any department personnel on the job site. The installation, maintenance, and removal of a lane closure will be considered one unit each of Lane Closure and Shoulder Closure.

Payment will be made under:

<u>Pay Item</u>	<u>Unit</u>
Complete Lane Closure.....	Each
Complete Shoulder Closure	Each

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the *2012 Standard Specifications*.

STANDARD SPECIAL PROVISION
ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, and Other Noxious Weeds)

(3-18-03)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.

9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) 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 SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) 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, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

(10-16-07) (Rev. 5-21-13)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncbowd.com/section/on-the-job-training.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

LISTING OF MB/WB SUBCONTRACTORS			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

This form must be completed in order for the Bid to be considered responsive and be publicly read. Bidders with no MB/WB participation must so indicate this on the form by entering the word or number *zero*.

LISTING OF MB/WB SUBCONTRACTORS

Sheet _____ of _____

Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address				
Name Address				
Name Address				
Name Address				
Name Address				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the MB/WB participation in the contract.

** Dollar Volume of
MB/WB Subcontractor \$ _____
Percentage of Total _____ %
Contract Bid Price

** - Must have entry even if figure to be entered is zero.

** - If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no MB/WB participation must so indicate this on the form by entering the word or number zero.**

MISC2

Rev 9-26-11

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____ By _____
Secretary/Assistant Secretary President/Vice President/Assistant Vice President
Select appropriate title *Select appropriate title*

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

State of _____
County of _____

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

Signature of Notary Public

NOTARY SEAL

My commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership	
_____ Address as Prequalified	
_____ Signature of Witness	By _____ Signature of Partner
_____ Print or type Signer's name	_____ Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

State of _____
County of _____

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

_____ Signature of Notary Public	NOTARY SEAL
-------------------------------------	--------------------

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm	
Address as Prequalified	
Signature of Witness	Signature of Member/Manager/Authorized Agent <i>Select appropriate title</i>
Print or type Signer's name	Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

State of _____
County of _____

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

Signature of Notary Public	NOTARY SEAL
----------------------------	--------------------

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name
If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)

_____ County
State of _____

Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public

My Commission Expires: _____

NOTARY SEAL
Affidavit must be notarized for Line (3)

_____ County
State of _____

Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public

My Commission Expires: _____

Print or type Signer's name

NOTARY SEAL
Affidavit must be notarized for Line (4)

_____ County
State of _____

Subscribed and sworn to before me this
_____ day of _____ 20__

Signature of Notary Public

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

State of _____

County of _____

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

Signature of Notary Public

NOTARY SEAL

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, 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 any bid or contract, that the bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

_____ County

State of _____

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20_____.

NOTARY PUBLIC

Signature of Notary Public

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

APPENDIX A - Location

Location: I-240 runs east / west and loops to the north of I-40 and downtown Asheville. The trees are located in the 'Beaucatcher Cut' raised median planter which lies between Town Mountain Road and Chunn's Cove Road.




APPENDIX B – Background Information

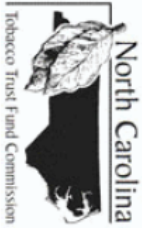
Objective: The Department recognizes the value of the trees in the median planter and that the decline of these trees needs to be addressed. In order to ensure first and foremost the safety of the traveling public, but also in an effort to preserve an asset to the Department, and the community, the Department wishes to obtain the expertise of a professional tree care company with extensive experience in urban tree care to conduct a tree health care program.

Facts:

- The planter is approximately 2695 feet long, 12 feet wide, tapering to 4 feet wide at the west end, and 2'-8" tall from pavement surface to top.
- Approximately 30 years old
- There are existing double headed street lights approximately 235 feet apart located at the center of the planter with the electrical service centered and about 4 feet deep
- An irrigation system was installed at the time of construction but apparently never functioned properly and was in operation for less than a year if at all. Irrigation boxes are found on the south side of the planter.
- Drainage for the planter is not piped; an area below the planter was excavated 2 to 3 feet and filled with crushed stone – the planter crest about midway in length and drains to each end
- The soil medium is a river bottom loam from Grovestone, a local mining operation that screens their by-products for use as specialty soil mediums. NCDA Soil Test Report is attached. The soil class is mineral. There has been no physical analysis of the soil done to this point.
- There are 100 *Quercus rubra* installed 50 feet on center in two staggered rows to the outside edges of the planter. They were planted in this layout to provide volume and the fullest canopy effects possible.
- The health of the trees has gradually declined over the past 10 years, with a large amount of deadwood in the canopies. The trees to the east and west ends are larger and healthier in appearance with the west end being the best. The trees located in the center between the two rock faces of the mountain are in the worst condition and appear stunted in growth compared to the end trees.

APPENDIX C – Soil Test

		Predictive Home & Garden Soil Report Mehlich-3 Extraction		Client: NCDOT-REU Attn: Connie Morgan 1557 Mail Service Ctr. Raleigh, NC 27699 County: Buncombe	Advisor:	Report No. FY12-SL043982
NCD&CS Agronomic Division		Phone: (919) 733-2655		Website: www.ncagr.gov/agronomi/		Received: 05/24/2012
Sample ID: 00201		Completed: 06/04/2012		Farm: ASHEVILLE-1240 PLANTER		Links to Helpful Information
Lime History:		Crop 1- Tree, Shade Crop 2-		Lime Recommendations 0.0 lb per 1,000 sq ft		N-P-K Fertilizer Recommendations * (10 lbs 10-10-10 or EQUIV PER 1000 SQ FT)
Test Results: pH = 6.3		Optimum pH range		Phosphorus Index (P-I) = 48		Below Optimum Optimum Above Optimum
NCDOT-REU		pH = 6.3		Potassium Index (K-I) = 40		Below Optimum Optimum Above Optimum
Additional Test Results: HM% 0.22 W/V 0.91 CEC 5.0 Mn-I 390 Zn-I 160 Cu-I 148 S-I 44		Lime Recommendations 0.0 lb per 1,000 sq ft		N-P-K Fertilizer Recommendations * (10 lbs 10-10-10 or EQUIV PER 1000 SQ FT)		Below Optimum Optimum Above Optimum
Sample ID: 00202		Crop 1- Tree, Shade Crop 2-		Lime Recommendations 0.0 lb per 1,000 sq ft		N-P-K Fertilizer Recommendations * (10 lbs 10-10-10 or EQUIV PER 1000 SQ FT)
Lime History:		Test Results: pH = 6.3		Optimum pH range		Phosphorus Index (P-I) = 41
NCDOT-REU		pH = 6.3		Potassium Index (K-I) = 34		Below Optimum Optimum Above Optimum
Additional Test Results: HM% 0.18 W/V 0.96 CEC 4.6 Mn-I 394 Zn-I 137 Cu-I 134 S-I 40		Lime Recommendations 0.0 lb per 1,000 sq ft		N-P-K Fertilizer Recommendations * (10 lbs 10-10-10 or EQUIV PER 1000 SQ FT)		Below Optimum Optimum Above Optimum



Reprogramming of the laboratory-information-management system that makes this report possible is being funded through a grant from the North Carolina Tobacco Trust Fund Commission.

Thank you for using agronomic services to manage nutrients and safeguard environmental quality.

- Steve Troxler, Commissioner of Agriculture

APPENDIX D – Visual Assessment Summary

The following is a summary of the written report provided to the Department after a thorough visual assessment was conducted in September of 2012 by a certified arborist with extensive experience in tree care and hazardous tree assessment.

Observations included:

- Symptoms of Obscure Scale Infestation
- Girdling or choking roots at trunk bases
- Symptoms of Stem Cankering indicative of stress
- Defective crown structures
- Dieback and dead limbs within crowns
- Inappropriate prior low limb removal with respect to volume, choice and actual cuts
- Symptoms of Anthracnose Leaf Disease
- Symptoms of secondary invasive or boring insect pest activities
- Stress cracking on stems
- Broken, hanging limbs within crowns
- Limb encroachment on light poles
- That soil compaction issues are not likely; due to the description of fill soil used for the planter, explanation of coring results by the NCDOT and lack of symptoms more related to soil compaction issues
- Appearance of crowns indicating that soil pH, nutrient levels, plus organic matter and cation exchange capacity levels may be relevant
- Absence or lack of mulch over the root zone areas and exposure of surface roots to weather elements
- Bracket fungal growth on stems
- Limited rooting areas for the tree root systems
- Tree roots pushing out and into plus damaging the concrete planting bed or barrier walls
- Assuming all of the trees were planted at about the same time, then in general; trees in the middle of the planter or the crest at a higher elevation or grade in poorer health from likely less retention of moisture and/or environmental exposure as compared to trees at the ends or lower elevations or grades in better health from better moisture retention and less environmental exposure

Initial analysis and opinion:

- Good design
- Good spacing and planting
- Good soil
- Very few of the original trees have died or likely less than 10%
- About 50% or more are in fair or better condition and savable
- About 50% or more are in less than fair or poorer condition; but the majority are savable
- The low % that may be recommended for removal will be because of not enough foliage left in their crowns to produce food and sustain themselves and very few display trunk decay with the potential for failure

- The trees in fair or poor or decline or severe decline or digressed beyond the point of recovery condition is due to lack of follow up maintenance to address soil fertility, pest & disease management and pruning needs
- A small % of the overall trees that are digressed beyond the point of recovery for whom remedial procedures will not reduce the risk of failure may need to be removed; then re-plant and properly maintain
- The overwhelming majority of the trees can be saved or preserved with implementation of a proper Plant Health Care Program to include Soil Injection Therapy, Soil Analysis to monitor pH – micronutrient levels – organic matter levels – cation exchange capacity levels – modifications & amendments as needed, Pest Management for Scales & Boring insects, Disease Management for Stem Cankering, Pruning as needed for crown cleaning – corrective to amend defective structure – thinning to reduce density & weight – light pole clearance, Selective Cabling to support weak ‘V’ crotch stem unions, Selective Girdling Root Removal, Selective Root Collar Excavation for excessive soil at trunk bases
- The root zone areas beneath the canopies should receive a 4-6 inch in depth layer of organic mulch
- If a tree appraisal were to be performed; it will likely be revealed that the overall cost of a Plant Health Care Program such as is described above is less than 5% of the overall average replacement value of these trees and/or comparatively dramatically less expensive to maintain them versus removal and re-planting

The complete and thorough measurement and inspection of all 100 Red Oak trees resulted in the following **highlights**:

- Their DBH's (Diameter at Breast Height) range from as small as 8 inches to as large as 28 inches and averages 14 inches
- The dieback exhibited in their crowns ranges from as little as 5% to as much as 75% with an overall average of 18%; indicating that the majority have retained enough foliage to sustain themselves
- Vigor ratings involved 16% very good, 17% good, 55% fair, 11% poor and 1% very poor
- Outlook ratings involved 23% very good, 19% good, 51% fair, 6% poor and 1% very poor
- Health issues involved:
 - Pests – at least 6 with Obscure Scale and 13 with borers
 - Diseases – at least 10 with stem cankering, 2 with surface decay and 2 with decay fungi
 - Non-pest or disease – at least 11 with leaf scorch, 12 with girdling roots, 1 with stem wounding, 3 with stem damage, 1 with buried root collar (please note that scorch refers more so to impacts of heat rising from concrete and paved surfaces; whereas laboratory foliage analysis may be necessary to determine if Bacterial Leaf Scorch is present)
- Potential hazard to vehicles due to condition of the tree and proximity to road, plus low height of concrete barrier – 1 tree
- Risk of stem failure – 1 tree

In consideration of the above concerns, solutions to mitigate the potential hazards posed by the trees, reduce the risk of failure, plus improve their health and appearance will be to implement the following Plant Health Care Program of remedial procedures as soon as possible (Fall, 2012)

1. Remove 5 trees
2. For the remaining 95 trees, perform a complete and thorough pruning to provide, as needed per individual tree, crown cleaning for all dieback plus dead-dying-diseased-defective limbs, corrective to amend defective crown structure, thinning to reduce density and weight, clearance away from light poles
3. For 13 trees with defective or weak 'V' crotch stem unions in their crowns, install flexible steel cables in their upper crowns between the multiple or split stems to support the weak 'V' crotches beneath to reduce the risk of future splitting or breakage during wind or ice storms
4. For the remaining 95 trees, perform soil injection therapy treatment for the root zone areas beneath their canopies with an organic material to strengthen their root systems and improve vigor to stimulate recovery from and resistance to the stresses imposed by their growing environment, the weather, seasonal pests and diseases
5. For the remaining 95 trees, provide soil analysis to monitor for soil pH, micronutrient – organic matter – cation exchange capacity levels through testing by a professional laboratory, prepare a written report with recommendations
6. For 1 tree, perform a root collar excavation to remove the excessive soil down to expose the original root flares to reduce the risk of potentially fatal disorders such as stem cankering and root rot diseases
7. For 12 trees, locate all harmful girdling or choking roots and disable or cut through use of chisels or hand saws
8. Pest management procedure for 6 trees with Obscure Scale infestations – treat with systemic, long residual insecticide for season long suppression of the multiple generations of crawler stages
9. Pest management procedure for 13 trees with invasive boring insect pest activities – treat with long residual insecticide for suppression and management due to weakened and vulnerable condition
10. Disease management procedure for 10 trees with stem cankering disease – treat the trunk areas with systemic, long residual fungicide for suppression and management
11. Re-examine and re-evaluate after bud break and leaf expansion (Spring 2013) to monitor response to procedures and progress, prepare a report with further recommendations for the appropriate course of action based on health and condition

APPENDIX E – Visual Assessment Summary Table

Comprehensive Assessment Table

These notes apply to the accompanying tables

- ❖ Trees are numbered in order from east to west. The tree at the eastern most point is tree number 1 and the tree to the western most point is tree number 100.
- ❖ Vigor and Outlook were rated on a relative scale of very poor, poor, fair, good, very good.

Note: outlook rating was given under the assumption that any recommended remedial procedures are performed.

Health Issues Key

- A. Obscure Scale
- B. Leaf scorch
- C. Borers
- D. Stem cankering
- E. Surface decay
- F. Decay fungi
- G. Girdling roots
- H. Old stem wounds
- I. Sapwood fungi
- J. Buried root collar
- K. Stem damage

Maintenance Key

- a. Deadwood pruning
- b. Scale Treatment
- c. Borer Treatment
- d. Light pole clearance
- e. Remove
- f. Cut girdling roots
- g. Cable
- h. Excavate root flare
- i. Consider removal
- j. Stem Canker Treatment

Note Key

- 1. Improper cuts
- 2. Potential hazard to vehicles due to location – the concrete barrier here is only 6-8 inches high
- 3. Minor decay on surface of large root
- 4. Very thin canopy
- 5. Poor structure – may require additional pruning
- 6. Consider removal/replacement
- 7. Risk of stem failure
- 8. Weak, narrow stem union with risk of splitting. May require cabling

APPENDIX E – Visual Assessment Summary Table

Tree #	DBH	% Dieback	Vigor	Health Issues	Outlook	Maintenance	Notes
1	22	10	fair-good		good	a	1, 2
2	12	10	fair-good	A	good	a, b	1
3	15	20	fair	A	fair	a, b	1
4	16	10	fair	A	fair-good	a, b	1, 3
5	13	20	fair-poor		fair	a	1, 4
6	13	5	good	B, C	good-fair	a, c	1
7	16	15	fair-good		good	a	1
8	12	15	fair	A	fair-good	a, b	1, 5
9	11	10	fair	C	fair	a, c	1, 5
10	10	15	fair	C	fair-poor	a, c	1
11	12	20	fair	B	fair	a	1
12	14	15	fair-poor	C	fair	a, c	1
13	12	20	fair	D	fair-good	a, j	1
14	11	10	good-fair	D	good	a, j	1
15	13	15	fair	D, G	fair-good	a, d, f, j	1
16	10	10	fair	B, C	fair	a, c, d	1
17	12	20	fair	B, C	fair	a, c	1
18	14	10	good	E	fair	a	1
19	10	25	poor	E	fair-poor	a	1, 6
20	14	25	poor	A	fair-poor	a, b	1, 6
21	14	20	fair	B, C	fair	a, c	1
22	10	15	poor	F	poor	e	6, 7
23	11	30	poor	G	poor	a, f	1, 4, 6
24	10	30	poor	D	poor	a, j	1, 4, 6
25	11	20	fair		fair	a	1
26	10	15	fair	G	fair-good	a, f	
27	12	20	fair	C, G	fair	a, c, f	1
28	12	30	fair-poor		fair	a	1
29	12	30	poor		fair-poor	a	1, 6
30	12	20	fair		fair	a	1
31	14	30	fair	D, H	fair	a, j	1
32	12	15	fair-good	D	good	a, j	1
33	11	25	fair		fair-good	a, g	1, 8
34	13	25	fair	C, G	fair	a, c, f	1
35	12	40	poor		poor	a	1, 4, 6
36	8	75	very poor		very poor	e	6
37	14	15	fair-good	C	good-fair	a, c	1
38	11	25	fair		fair	a	1

APPENDIX E – Visual Assessment Summary Table

Tree #	DBH	% Dieback	Vigor	Health Issues	Outlook	Maintenance	Notes
39	13	25	fair	D	fair	a, g, j	1, 8
40	14	35	fair		fair	a	1
41	11	40	poor	G	fair-poor	a, f	1, 6
42	13	15	fair		fair	a	1
43	11	20	fair		fair-good	a	1
44	14	20	fair		fair	a	1
45	15	20	fair-good		fair-good	a, g	1, 8
46	15	25	fair		fair	a	1
47	14	25	fair		fair	a	1
48	12	20	fair	B	fair	a	1
49	11	25	fair	B	fair	a	1
50	12	50	poor		poor	e	6
51	11	25	fair		fair	a	1
52	12	25	fair	C	fair	a, c	1
53	11	35	fair		fair-poor	a	1
54	12	20	fair	C	fair	a, c	1
55	14	15	fair-good		fair-good	a	1
56	12	15	fair-good		good	a	1
57	9	60	poor	C	poor	e	6
58	13	25	fair	B	fair	a	1
59	12	15	fair-good		good	a, d	1
60	13	25	fair-poor		fair	a, g	1, 8
61	16	10	good		good	a	1
62	9	25	fair	A	fair	a, b	1
63	15	15	fair	G	good	a, f	1
64	12	15	fair-good		good	a	1
65	17	10	good		good	a	1
66	12	15	fair-good		fair-good	a	1
67	15	15	fair-good		fair-good	a	1
68	14	50	poor		poor	e	6
69	12	15	fair-good		fair-good	a, g	1, 5, 8
70	16	10	good		good	a, d	1
71	14	10	good		good	a	1
72	17	15	good		good	a	1
73	17	20	fair-good	G	good	a, f	1
74	20	10	very good		very good	a	1
75	18	10	very good		very good	a	1
76	24	10	good	G	very good	a, f, g	1, 5, 8

APPENDIX E – Visual Assessment Summary Table

Tree #	DBH	% Dieback	Vigor	Health Issues	Outlook	Maintenance	Notes
77	17	5	very good		very good	a	1
78	20	10	very good		very good	a, g	1, 5, 8
79	10/7	5	very good		very good	g	1, 5, 8
80	17	5	very good		very good	d	1
81	11	35	fair-good	G	fair-good	a, f	1
82	19	10	good	I, K	fair-poor	i, g	6, 7, 8
83	18	10	good	D, G	good	a, f, j	1
84	20	10	very good	B	very good	a	1
85	22	5	very good		very good	a, g	1, 5, 8
86	19	5	very good	K	very good	a	1
87	20	10	very good		very good	a	1
88	11	15	good	J	good-fair	a, d, h	1
89	22	5	good		very good	a	1
90	14	30	fair	B, D, K	fair-poor	a, j	1, 3
91	15	10	good	D	very good	a, j	1
92	16	10	good	B	very good	a	1
93	26	5	very good	G	very good	a, f, g	1, 5, 8
94	17	5	very good		very good	a, g	1, 5, 8
95	17	5	good		very good	a	1
96	18	5	very good		very good	d, g	1, 5, 8
97	28	10	very good		very good	a, g	1, 5, 8
98	21	10	good		very good	a	1
99	20	5	very good		very good	a	1
100	24	5	very good		very good	a, g	1, 5, 8