STATE OF NORTH CAROLINA **DEPARTMENT OF TRANSPORTATION**



DIVISION 5

CONTRACT PROPOSAL SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: May 9, 2018 AT 2:00 PM

CONTRACT ID: D5POC066

WBS ELEMENT NO.: Various

LOCATION: Wake and Durham Counties

ROUTE NO.: Various

DESCRIPTION: Annual Needs for Dead Animal and Debris Removal on Strategic

Routes

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS, DIVISION 5 ATTN: Robbie N. Weisz, PE 2612 North Duke Street Durham, NC 27704

PROPOSAL FOR THE CONSTRUCTION OF CONTRACT No. D5POC066 IN DURHAM AND WAKE COUNTIES, NORTH CAROLINA

Date	20
DEPARTMENT O	F TRANSPORTATION,
RALEIGH, N	ORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. <u>D5POC066</u>; 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 thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. 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 2018 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 construct and complete State Highway Contract No. **D5POC066** in **Durham and Wake Counties**, 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 2018* 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 or Division Engineer.

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.

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PURCHASE ORDER CONTRACT BID FORM

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 may cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

- 1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
- 2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
- **3.** The Bidder shall submit a unit price for every item on the itemized proposal sheet. 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 TWO decimal places.
- **4.** An amount bid shall be entered on the itemized proposal 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" column of the form.
- **5.** The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
- **6.** Changes to 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. Do not use correction fluid, correction tape or similar product to make corrections.
- 7. The bid shall be properly executed on the included **Execution of Bid Non-collusion**, **Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
 - Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
- **8.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **9.** 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.
- 10. THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 2612 North Duke Street, BY 2:00 PM ON, May 9, 2018.
- 11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR – D5POC066 - ANNUAL NEEDS FOR DEAD ANIMAL AND DEBRIS REMOVAL ON STRATEGIC ROUTES TO BE OPENED AT 2:00 PM ON, MAY 9, 2018.

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

N. C. DEPARTMENT OF TRANSPORTATION ATTN: Robbie N. Weisz, PE 2612 North Duke Street Durham, NC 27704

PROJECT SPECIAL PROVISIONS

GENERAL

SCOPE:

This contract is for annual needs for removal and proper disposal of dead animals and debris on strategic highway routes and turnpike facilities in Durham and Wake Counties. The Contractor will be responsible for patrolling the designated **Strategic Corridor** routes and removing dead animals and debris on the right of way as encountered and as directed by the Engineer on the Strategic Corridor as shown in the attachments. The Contractor will be responsible for properly disposing of all debris and dead animals collected.

The Contractor will be responsible for removal of dead animals on the **Turnpike Facility** as notified by the Engineer. The Contractor shall remove dead animals on the right of way as directed by the Engineer. Refer to Removal Route attachment for Turnpike Facility location. The Contractor will be responsible for properly disposing of all dead animals collected.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the *North Carolina Department of Transportation Standard Specifications for Roads and Structures 2018*, the *North Carolina Department of Transportation 2018 Roadway Standards Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*, with the exception that bid bonds are *not* required.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

The quantities stated in the Bid Form are estimates and are not guaranteed.

This contract shall be bid by certified small business contractors only who are prequalified for the type of work they wish to perform.

SMALL BUSINESS ENTERPRISE PROGRAM:

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. Certification requirements and additional SBE Program information may be found at http://www.ncdot.org/business/ocs/sbe/.

As authorized by G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding), the Department's normal bonding and licensing requirements are waived for this SBE project.

BOND REQUIREMENTS - No Bonds Required

(06-01-16) SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the 2018 Standard Specifications for Roads and Structures are waived for this project. No bonds required.

CONTRACT TIME:

The date of availability for this contract is June 1, 2018. The Contractor may NOT begin work prior to this date. If the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this contract is May 31, 2019 or at the limit of \$500,000 dollars per year. The Contractor shall submit a bid for one year.

TERM OF THE CONTRACT:

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each up to a maximum of three (3) years. No changes in the unit prices, terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The year for the renewal periods shall begin June 1 and end May 31 of the following year. The Engineer will notify the Contractor in writing by April 1 if the contract may be extended. The Contractor must notify the Engineer in writing by April 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

INTERMEDIATE CONTRACT TIME (1) AND LIQUIDATED DAMAGES:

The Contractor shall complete a patrol of the entire strategic corridor network within a 14 day period. In the event that the Contractor fails to complete the patrol within 14 calendar days, liquidated damages will be assessed.

Liquidated damages for this contract are One Hundred Dollars (\$100.00) for each 24 hour period that the Contractor fails to complete monitoring and removal on the entire strategic corridor network within 14 calendar days, as required by this contract.

INTERMEDIATE CONTRACT TIME (2) AND LIQUIDATED DAMAGES:

The Contractor will be required to remove the debris and dead animals from specific locations, as notified by the Department, within 48 hours of notification. In the event that the Contractor fails to remove the debris or animal by the end of next business day, liquidated damages will be assessed.

Liquidated damages for this contract are Fifty Dollars (\$50.00) for each 24 hour period that the Contractor fails to remove specific debris or dead animals, as required by this contract.

INTERMEDIATE CONTRACT TIME (3) AND LIQUIDATED DAMAGES:

The Contractor will be required to complete a daily log. The Contractor will be required to submit the logs on a weekly basis. In the event that the Contractor fails to submit the previous week's logs by the end of the business day on Mondays, liquidated damages will be assessed.

Liquidated damages for this contract are Fifty Dollars (\$50.00) for each calendar day that the Contractor fails to submit the previous week's logs, as required by this contract.

AUTHORITY OF THE ENGINEER:

(01-30-14) 105-1 SPD 01-460

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

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

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SPI G31

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

NO SPECIALTY ITEMS:

(7-1-95) 108-6 SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the 2018 Standard Specifications).

PROSECUTION AND PROGRESS:

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the *Standard Specifications*.

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the

Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor will not be required to perform duties on designated state holidays or weekends. The Contractor may choose to perform patrolling on the strategic network on the weekends in lieu of a business day, if the work conditions are considered favorable to the Contractor.

SUPERVISION BY CONTRACTOR:

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

BANKRUPTCY:

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

DEBARMENT STATEMENT:

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

DEFAULT OF CONTRACT:

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in

accordance with the terms, conditions, and procedures of Article 108-9 of the *Standard Specifications*.

SUBLETTING OF CONTRACT:

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

PROMPT PAYMENT:

Prompt Payment of Monies Due Subcontractors, Second Tier Subcontractors and Material Suppliers Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided.

Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

PAYMENT AND RETAINAGE:

The Contractor may submit requests for partial payments on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the *Standard Specifications*. The amount of partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Division Freeway Managers Office.

N. C. Department of Transportation 1579 Mail Service Center (MAIL) Raleigh, NC 27699-1579

Durham and Wake Counties

1301 Blue Ridge Rd. (DELIVERY) Raleigh, NC 27607

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

SAFETY AND ACCIDENT PROTECTION:

In accordance with Article 107-21 of the *Standard Specifications*, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS:

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

BURNING RESTRICTIONS:

(7-1-95) 200, 210, 215 SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

OUTSOURCING OUTSIDE THE USA:

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

PROJECT SPECIAL PROVISIONS

ROADWAY

NOTIFICATION OF WORK FOR STRATEGIC CORRIDOR NETWORK:

In addition to the daily patrols within the designated corridors, the NCDOT will notify the Contractor of locations within the designated corridors where debris and dead animals have been reported. The Contractor will be notified of these locations by the Engineer or his representative by telephone, fax or e-mail on a daily basis. The Contractor will be required to remove the debris and dead animals from these locations within 48 hours of notification.

Refer to Removal Routes attachment for Strategic Corridor Network locations and Strategic Corridor Routes attachment for further details.

DEAD ANIMAL AND DEBRIS REMOVAL AND DISPOSAL FOR STRATEGIC CORRIDOR NETWORK:

The Division of Highways is responsible for the removal and proper disposal of dead animals and debris found on the state's highway right of ways. Animals can be domestic or wild and can range in size from a squirrel to a deer. Debris includes, but is not limited to, appliances, tires, tire treads, trees, furniture, cardboard, pallets, brick, concrete block, ladders, etc.

The work covered by this provision consists of the removal and disposal of all types of debris and dead animals from within the right of way limits of strategic corridors in Durham and Wake Counties. Domestic dead animals that have a collar must be picked up also. The Contractor will record the information off of the tags on the collar and give the information to the Department.

The Contractor shall fill out a log sheet for each day's work. The log sheet will show the route, number of miles driven, total number of stops and the total number of pounds of debris and dead animals collected. The log sheet will cover a week's activities and then shall be turned in to the Department by the end of business day on the following Monday. The Contractor will be charged liquidated damages for log sheets turned in late. The Department will provide the log sheets.

All animals and debris must be taken to a Sanitary Landfill for disposal *on the same day* they are removed from the right of way. If the landfill is closed the Contractor shall dispose of the animals and debris on the next day the landfill is operational. It is the responsibility of the Contractor to be aware of all requirements for disposal of dead animals and debris at the landfill. **A weigh ticket must be obtained and must accompany all invoices (see Basis of Payment).** Animals and debris shall not be disposed of on public rights of way or on private property.

BASIS OF PAYMENT FOR STRATEGIC CORRIDOR NETWORK:

The daily patrol of the strategic corridor will be paid on a per day basis for each day the patrol is performed on each facility. Quantities are based on performing the patrol work for 10 out of 14 calendars days on the strategic corridors. If the Contractor elects to work more than 10 out of the 14 calendar days on the strategic corridors, payment will only be made for the scheduled 10 calendar days. The Contractor shall not work less than 10 days out of the 14 calendar days. If corridor monitoring cycle is completed prior to 10 workdays he shall continue monitoring the facilities for the required days. The workday for the patrol of the strategic corridor shall begin at 9am and should run until 4pm.

Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, disposal fees, transportation, traffic control, fuels, lubricants, repair parts, equipment, machinery, and tools, necessary for the prosecution and completion of the work. Payment for patrol on strategic corridors also includes the cost of all debris and animal removal that the Department notifies the Contractor of by email, fax or phone.

The Contractor shall submit an invoice to the Division Freeway Manager's office by the fifth day of each month for the previous month's work completed. **The invoice must also include weigh tickets from a sanitary landfill.** The landfill weigh ticket must indicate the tonnage of the load and the date of disposal. Invoices that are not accompanied by the respective logs and weigh tickets will not be paid.

Payment for this item will be made for as follows:

Pay Item	Pay Unit
Patrol Strategic Corridor.	Dav

NOTIFICATION OF WORK FOR TURNPIKE FACILITY:

The NCDOT will notify the Contractor of locations within the Turnpike Facility where dead animals have been reported. The Contractor will be notified of these locations by the Engineer or his representative by telephone, fax or e-mail. **The Contractor will have 48 hours following notification to remove the dead animal.**

Refer to Removal Routes attachment for Turnpike facility location.

The contractor shall only pick up dead animals as directed by the Engineer.

DEAD ANIMAL REMOVAL AND DISPOSAL FOR TURNPIKE FACILITY:

The Division of Highways is responsible for the removal and proper disposal of any and all dead animals found on the state's highways. Animals can be domestic or wild and can range in size from a cat to a deer.

The work covered by this provision consists of the removal and disposal of all types of dead animals from within the right of way limits of the Turnpike Facility in Wake and Durham Counties, as directed by the Engineer. Domestic dead animals that have a collar must be picked up and the Contractor shall record the information off of the tags on the collar and give to the Department. The number of dead animals on the bid form is an estimate for bidding purposes only and is intended to cover an entire calendar year. The actual amount may be higher or lower.

In order to account for all dead animals disposed of, the Contractor shall photograph each dead animal on site. The Contractor shall submit the photographs to the Department either by hard copy or on CD. Each photograph shall be numbered to correspond the order in which the dead animals were picked up, also the date and time shall be listed on the photograph. One photograph shall be taken at approximately 5 to 10 feet from the carcass to identify the animal. A second photograph shall be taken from 50 to 100 feet from the carcass to identify the location. Both photographs shall include the carcass. **The photographs must accompany all invoices (see Basis of Payment).**

The Contractor shall fill out a log sheet for each day's work. The log sheet will show the number of the dead animal that will correspond with the photograph, date and time dead animal was picked up, the location of the dead animal and type of dead animal. The Contractor will be required to submit the logs on a weekly basis. In the event that the Contractor fails to submit the previous week's logs by the end of the business day on Mondays, liquidated damages will be assessed.

All animals must be taken to a Sanitary Landfill for disposal *on the same day* that they are removed from the right of way. If the landfill is closed the Contractor shall dispose of the animals and debris on the next day the landfill is operational. It is the responsibility of the Contractor to be aware of all requirements for disposal of solid waste at the landfill. **A weigh ticket must be obtained and must accompany all invoices (see Basis of Payment).** Animals shall not be disposed of on public rights of way or on private property.

BASIS OF PAYMENT FOR TURNPIKE FACILITY

The quantity of dead animal removals and disposals to be paid for will be the actual number of dead animals removed and disposed from the highway. A separate line item will be used for site visits where an animal cannot be found. Only those dead animals that have been faxed, emailed or called in to the Contractor by the Engineer or his representative will be counted. If the Contractor comes across a dead animal that has not been reported they must contact the Department for the approval to remove the dead animal. Any dead animal picked up without the Department's knowledge will not be paid.

Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, disposal fees, transportation, traffic control, fuels, lubricants, repair parts, equipment, machinery, and tools, necessary for the prosecution and completion of the work.

The Contractor shall submit an invoice to the Engineer's office by the fifth day of each month for the previous months work completed. **The invoice must also include weigh tickets from a sanitary landfill and photographs of the carcasses.** The landfill weigh ticket must indicate the tonnage of the load and the date of disposal. Invoices that are not accompanied by the respective photographs and/or weigh tickets will not be paid.

The quantity of dead animals removed and disposed, measured as provided above, will be paid for at the contract unit price per each animal for "TURNPIKE-Dead Animal Removal and Disposal". The quantity of site visits that do not yield a dead animal will be paid for at the contract unit price per each site visit under "TURNPIKE-Site Visit - No Dead Animal". Invoices shall be submitted to the following:

N. C. Department of Transportation 1579 Mail Service Center (MAIL) Raleigh, NC 27699-1579 1301 Blue Ridge Rd. (DELIVERY) Raleigh, NC 27607

Payment for this item will be made for as follows:

TURNPIKE-Dead Animal Removal and Disposal...... Each
TURNPIKE-Site Visit – No Dead Animal Each

EQUIPMENT:

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the debris removal work. The equipment used shall be able to park within the existing paved shoulder of highway sections adjacent to barrier wall, etc. without encroaching into the travel lanes. The Contractor shall display the company name on each piece of equipment.

All vehicles used by the contractor must be performance worthy by visual and operational inspection. Use a truck mounted informational sign reading "FREQUENT STOPS DEBRIS CLEANUP" per Required Sign Design drawing attached in this proposal. All vehicles used in the removal operation should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1.

The safety of the public and the convenience of traffic shall be regarded as prime importance. Crossing lanes of traffic and erratic driving between the median and outside shoulders will be strictly prohibited.

All Contractors' personnel, all subcontractors and their personnel must wear steel toed work boots that meet ASTM F2412.05, long pants and gloves.

Signs, lights and safety and items are not a pay item, but are considered incidental to other contract items and the Contractor is expected to provide these items.

DELETION OF SECTIONS:

In the event that a road rehabilitation or improvement project is under construction or will be under construction where clean up is scheduled, that section of road may be deleted from the appropriate list at the direction of the Department. The section may be re-inserted in the list following completion of the road rehabilitation or improving project.

TOLL FACILITY REIMBURSEMENT:

The Contractor will be responsible for paying applicable tolls. The Department will **not** directly reimburse the Contractor for tolls paid during performance of the debris removal work as the cost of same will be considered incidental to the work being paid for under those various item(s) that have been included.

MAINTENANCE OF TRAFFIC (MOT):

The Contractor shall notify the North Carolina Turnpike Authority (NCTA) and the Traffic Management Center (TMC) prior to any MOT, which shall be defined as any operation which impedes normal traffic flow, at least 24 hours in advance. MOT shall include but not be limited to lane closures, flagging operations and rolling caravans. The TMC can be notified by calling 919-825-2700, or by email at ncta_tmc@ncdot.gov. The TMC must also be contacted regarding updates or changes to traffic control during any activities, including completion of the work. If emergency MOT is required, 24-hour advance notice is not applicable; however, the TMC shall be notified of MOT as soon as possible.

INSPECTION:

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer or designated representative will make periodic (next day) inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of work accomplished on a frequency to be determined by the Engineer.

TRAFFIC CONTROL AND WORK ZONE SAFETY:

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Traffic Control Plans, the Project Special Provisions, the *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the

project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

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

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7 of the *Standard Specifications*.

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.

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(D) of the 2018 Standard Specifications.

ERRATA

(2-12-18) Z-4

Revise the 2018 Standard Specifications as follows:

Division 7

Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT, replace article number "725-1" with "724-4".

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number "725-1" with "725-3".

Division 10

Page 10-69, Table 1046-1 WIRE DIAMETER, rename RECYCLED PLASTIC AND COMPOSITE OFFSET BLOCK PROPERTIES

Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS, replace article number "1080-50" with "1080-10".

Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, replace article number "1080-61" with "1080-11".

Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, replace article number "1080-72" with "1080-12".

Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES, replace article number "1080-83" with "1080-13".

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)
(3-18-03) (Rev. 12-20-16)
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, 919-707-3730, or http://www.ncagr.gov/plantindustry/ 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, emerald ash borer, or other noxious weeds.

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.

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.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15)

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.\

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 of the journeyman wage for the third quarter of the training period 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

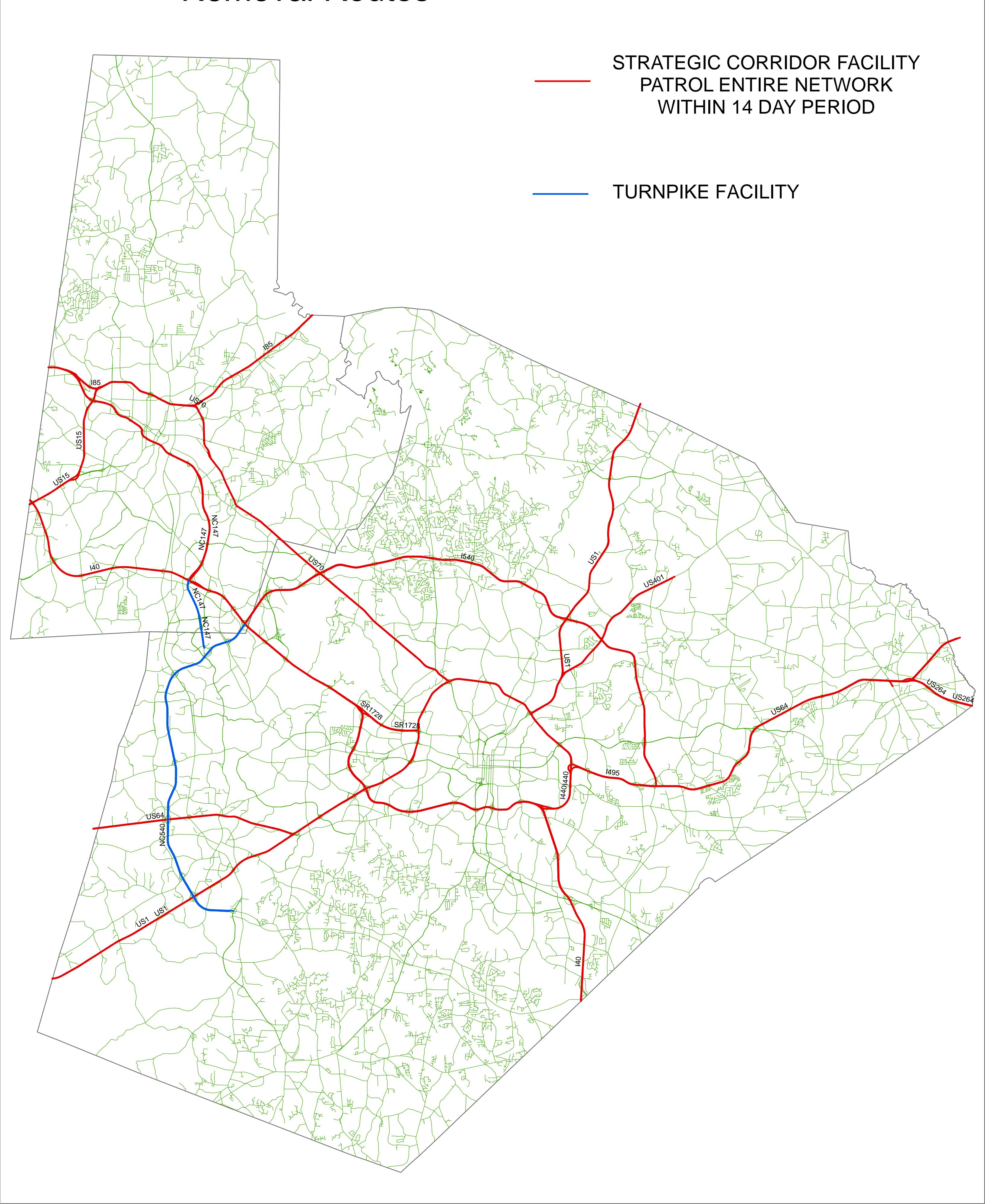
The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects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

Removal Routes

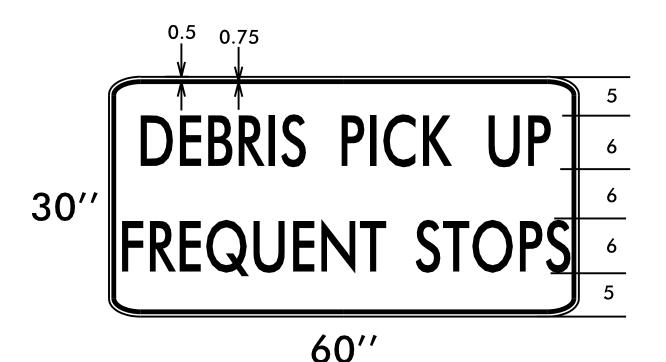


Strategic Corridor Routes

Strategic Corridor Routes to be Included in the 14 Calendar Day Clean Up Cycle

County	Route	Beginning of Route	End of Route	Corridor Miles
Durham	I-40	Orange County Line	Wake County Line	12.8
Durham	I-540	I-40	Wake County Line	0.6
Durham	I-85	Orange County Line	Granville County Line	13.7
Durham	US 70	Wake County Line	I-85	7.4
Durham	NC 147	I-40	I-85	12.4
Durham	US 15/501	I-40	I-85	6.5
Wake	I-40	Durham County Line	SR 1652 (Harrison Ave)	4.6
Wake	I-40	SR 1652 (Harrison Ave)	SR 1319 (Jones Franklin)	6
Wake	I-40	SR 1319 (Jones Franklin)	Johnston County Line	16.9
Wake	I-440	I-40	I-40	16.7
Wake	I-540	Durham County Line	US 64 Bypass	24.7
Wake	US 1	Chatham County Line	I-40	16.4
Wake	US 1	I-440	Franklin County Line	15.6
Wake	US 64	US 1	Chatham County Line	8.8
Wake	US 64	I-540	Franklin County Line	15.8
Wake	I-495	I-440	I-540	3.9
Wake	US 264	US 64	Johnston County Line	3.3
Wake	US 70	I-440	Durham County Line	9.8
Wake	US 401 (Louisburg Rd)	US 1 (Capital Blvd)	SR 2225 (Louisbury Rd)	6.8
Wake	SR 1728 (Wade Ave)	I-40	I-440	3.1
				205.8

REQUIRED SIGN DESIGN



LETTERING – BLACK
BACKGROUND – FLOURESCENT ORANGE (RETROREFLECTIVE)

DETAIL OF SIGN TO BE MOUNTED ON BACK OF ALL VEHICLES USED FOR DEBRIS/LITTER REMOVAL

$\underline{ADDENDUM(S)}$

ADDENDUM #1	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #1.	
ADDENDUM #2	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #2.	
ADDENDUM #3	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #3.	

$\underline{ADDENDUM(S)}$

ADDENDUM #1	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #1.	
ADDENDUM #2	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #2.	
ADDENDUM #3	
I,(SIGNATURE)	representing
Acknowledge receipt of Addendum #3.	

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to boof \$	e awarded contracts, the value of which will not exceed a total	al
Form. Individual projects shall be	being opened on the same date as shown in the Proposal ndicated by placing the project number and county in the ot selected will not be subject to an award limit.	
(Project Number)	(County)	
	otal amount of work awarded to him in this letting, he shall ed above in the second line of this form.	
total value of which is more that the will award me (us) projects from a	am (we are) the successful bidder on indicated projects, the e above stipulated award limits, the Board of Transportation mong those indicated which have a total value not exceeding alt in the best advantage to the Department of Transportation	,
	**Signature of Authorized Person	

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

	Full name of C	Corporatio	on
	Address as Pr	equalifie	d
A		ъ	
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

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION PARTNERSHIP

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

	Full Name of
	Partnership
	i di diotomp
-	Address as
	Prequalified
C. C	
Signature of Witness	Signature of Partner
Print or Type Signer's Name	Print or Type Signer's Name
i init of i ype digited a Manie	1 Thit of Type Digited 5 Name

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

F	ull Name of Firm
Ado	dress as Prequalified
Cignoture of Witness	Signature of Mombar/Managar/Authorized Agant
Signature of Witness	Signature of Member/Manager/Authorized Ag (Select appropriate Title)
Signature of Witness Print or Type Signer's Name	Signature of Member/Manager/Authorized Ager (Select appropriate Title) Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

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.

	Name of Joint Venture	
	Name of Contractor	
	Address as Prequalified	
	_ BY	
Signature of Witness or Attest		Signature of Contractor
Print or Type Signer's Name	_	Print or Type Signer's Name
If Corporation, affix Corporate Seal	AND	
	Name of Contractor	
	Address as Prequalified	
	_ BY	
Signature of Witness or Attest		Signature of Contractor
Print or Type Signer's Name	_	Print or Type Signer's Name
If Corporation, affix Corporate Seal	AND	
	Name of Contractor	
	Address as Prequalified	
	_ BY	
Signature of Witness or Attest		Signature of Contractor
Print or Type Signer's Name	_	Print or Type Signer's Name
If Corporation, affix Corporate Seal		

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

Name of Prequalified Bidder	
	Individual Name
Trading and Doing Business As	
	Full name of Firm
	Address as Prequalified
Signature of Witness	Signature of Prequalified Bidder, Individual
Print or Type Signer's Name	Print or Type Signer's Name

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

Name of Prequalified Bidder		
	Print or Type Name	
	Address as Prequalified	
	Signature of Prequalified Bidd	ler, Individually
	Print or type Signer's	Name
	Time of type digitor of	Tume
Signature of Witness		
Print or type Signer's name		

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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 that is file 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.

certification.
Continuation.

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to b of \$	be awarded contracts, the value of which will not exceed a total, for those projects
Form. Individual projects shall be	being opened on the same date as shown in the Proposal indicated by placing the project number and county in the not selected will not be subject to an award limit.
(Project Number)	(County)
*	total amount of work awarded to him in this letting, he shall led above in the second line of this form.
total value of which is more that the will award me (us) projects from a	am (we are) the successful bidder on indicated projects, the ne above stipulated award limits, the Board of Transportation among those indicated which have a total value not exceeding ult in the best advantage to the Department of Transportation.
	**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* §133-24 within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

	Full name of C	Corporatio	on
	Address as Pr	equalifie	d
A		ъ	
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

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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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.

	Full Name of
	Partnership
	i di diotomp
-	Address as
	Prequalified
C. C	
Signature of Witness	Signature of Partner
Print or Type Signer's Name	Print or Type Signer's Name
i init of i ype digited a Manie	1 Thit of Type Digited 5 Name

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

F	full Name of Firm
Add	dress as Prequalified
Signature of Witness	Signature of Member/Manager/Authorized Agent (Select appropriate Title)
	(Select appropriate Title)

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

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.

)		Name of Joint Venture	
_		Name of Contractor	
_	Addre	ss as Prequalified	
_		BY	
	Signature of Witness or Attest		Signature of Contractor
_	Print or Type Signer's Name		Print or Type Signer's Name
	If Corporation, affix Corporate Seal	AND	
		Name of Contractor	
_	Addre	ss as Prequalified	
_		BY	
	Signature of Witness or Attest		Signature of Contractor
_	Print or Type Signer's Name		Print or Type Signer's Name
	If Corporation, affix Corporate Seal	AND	
_			
]	Name of Contractor	
_	Addre	ss as Prequalified	
_		BY	
	Signature of Witness or Attest		Signature of Contractor
_	Print or Type Signer's Name		Print or Type Signer's Name
	If Corporation, affix Corporate Seal		

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

Name of Prequalified Bidder	
	Individual Name
Trading and Doing Business As	
	Full name of Firm
	Address as Prequalified
Signature of Witness	Signature of Prequalified Bidder, Individual
Print or Type Signer's Name	Print or Type Signer's Name

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S.* § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

Name of Prequalified Bidder		
	Print or Type Name	
	Address as Prequalified	
	Signature of Prequalified Bidd	ler, Individually
	Print or type Signer's	Name
	Time of type digitor of	Tume
Signature of Witness		
Print or type Signer's name		

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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 that is file 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.

certification.
Continuation.

North Carolina Department of Transportation PURCHASE ORDER CONTRACT BID FORM

Contract #: D5POC066

Description: DEBRIS AND DEAD ANIMAL REMOVAL AND DISPOSAL FROM VARIOUS STATE SYSTEM ROUTES

County: WAKE AND DURHAM

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
					(\$)	(\$)
1	SP	PATROL STRATEGIC CORRIDOR	260	DAYS		
2	SP	TURNPIKE-DEAD ANIMAL REMOVAL AND DISPOSAL	40	EA		
3	SP	TURNPIKE-SITE VISIT - NO DEAD ANIMAL	2	EA		

TOTAL BID FOR PROJECT:	