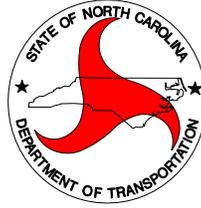


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE
ROADSIDE ENVIRONMENTAL

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

COUNTIES: CURRITUCK, DARE, PASQUOTANK & PERQUIMANS

CONTRACT NO.: 11109004

WBS ELEMENTS: 1.102713, 1.102813, 1.107013, & 1.107213

DESCRIPTION: PLANT BED MAINTENANCE AND MOWING

MANDATORY PRE-BID CONFERENCE: 8:30 AM MONDAY, MARCH 26, 2012

DATE: MARCH 13, 2012

BID OPENING: APRIL 4, 2012

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO: NC DEPARTMENT OF TRANSPORTATION
Barry Hobbs
Division Project Manager
North Carolina Department of Transportation
113 Airport Drive Suite 100
Edenton, NC 27932

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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 form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid form 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 form.
5. The total amount bid shall be written in figures in the proper place on the bid form. 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. Do not use "White Out" or similar product to make corrections.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION PROJECT ENGINEER'S OFFICE AT: 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 ON OR BEFORE 2:00 PM, WEDNESDAY, APRIL 4, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

"QUOTATION FOR 11109004 - PLANT BED MAINTENANCE AND MOWING AROUND ORNAMENTAL PLANT BEDS IN CURRITUCK, DARE, PASQUOTANK AND PERQUIMANS COUNTIES, NORTH CAROLINA TO BE OPENED AT 2:00 PM, WEDNESDAY, APRIL 4, 2012."
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

N. C. DEPARTMENT OF TRANSPORTATION

**Attn: Barry Hobbs, PE
113 Airport Drive, Suite 100
Edenton, NC 27932**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102-10 of the Standard Specifications for Roads and Structures 2012. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD PROVISIONS

GENERAL

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 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT:

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/influence, or national origin.

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible for award of this project.

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to NCDOT Contractual Services.

Additional information on the program may be obtained online at:

<http://www.ncdot.org/business/ocs/sbe/>

Per G.S. 136-28.10, a NC General Contractor's license and contract performance and payment bonds may be waived for SBE contracts. For this project, the NC General Contractor's license and contract performance and payment bonds will be waived.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held at the NCDOT Roadside Environmental Office at 427 Ocean Hwy N., in Hertford, NC 27944 on March 26, 2012 at 8:30 AM to review the project with all interested bidders.

Attendance is required in order to be eligible to bid on this project.

BIDS

In accordance with GS 136-28.10, if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

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 Sub article 108-13(E) of the *2012 Standard Specifications*.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

BANKRUPTCY

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

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted

EROSION CONTROL

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Division 16 of the Standard Specifications, and in locations directed by the Engineer or his representative.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to ensure the safety of construction personnel and the public.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

CONTRACT BID QUANTITIES

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

Contractor's pricing shall be based on the estimated quantity. The estimated amount is submitted to assist contractors in the bidding process. Estimated quantity is not to be regarded as the actual requirement. The State shall not be obligated to purchase any specific quantity.

COOPERATION BETWEEN CONTRACTORS

In accordance with Section 105-7 of the Standard Specifications, the Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which has been completed by others.

When a project is let under more than one contract and the plans and/or special provisions include a construction schedule, it shall be the responsibility of the Contractors to complete the various phases of the project in accordance with the time limits specified such that the total contracts will be completed by the completion date. This construction schedule will remain in effect until such time as the Contractors at their option submit to the engineer a joint construction schedule meeting the approval of the Engineer. This joint construction schedule shall be signed by authorized representatives of each firm and upon the approval of the Engineer shall be binding on each Contractor and made a part of the contract documents. Subsequent modifications to the joint construction schedule may be made during the course of the work in the same manner.

Failure of the Contractor(s) to complete the various phases of work within the time limits set forth in the construction schedule or latest approved joint construction schedule shall be just cause for removing the Contractor(s) from the Department's list of qualified bidders. A Contractor disqualified from bidding by reason of this provision will not be reinstated until such time as his progress is in accordance with the latest approved construction schedule or until the project is completed and accepted, whichever occurs first.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another.

The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

- Drafting the contract;
- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SPI 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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) 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 *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.

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.

EMPLOYMENT

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

SP1 G184

108, 102

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.

CONTRACTOR CLAIM SUBMITTAL FORM

(9-16-08)

RG 140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or

http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/

SPECIAL PROVISIONS

NOTE TO CONTRACTOR

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project. The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications.

DESCRIPTION OF WORK

This project is for plant bed maintenance and mowing around ornamental plant beds on the right of way in Currituck, Dare, Pasquotank, and Perquimans counties, near or in the towns & communities of Moyock, Shawboro, Sligo, Currituck, Point Harbor, Kitty Hawk, Elizabeth City and Woodville.

LOCATIONS

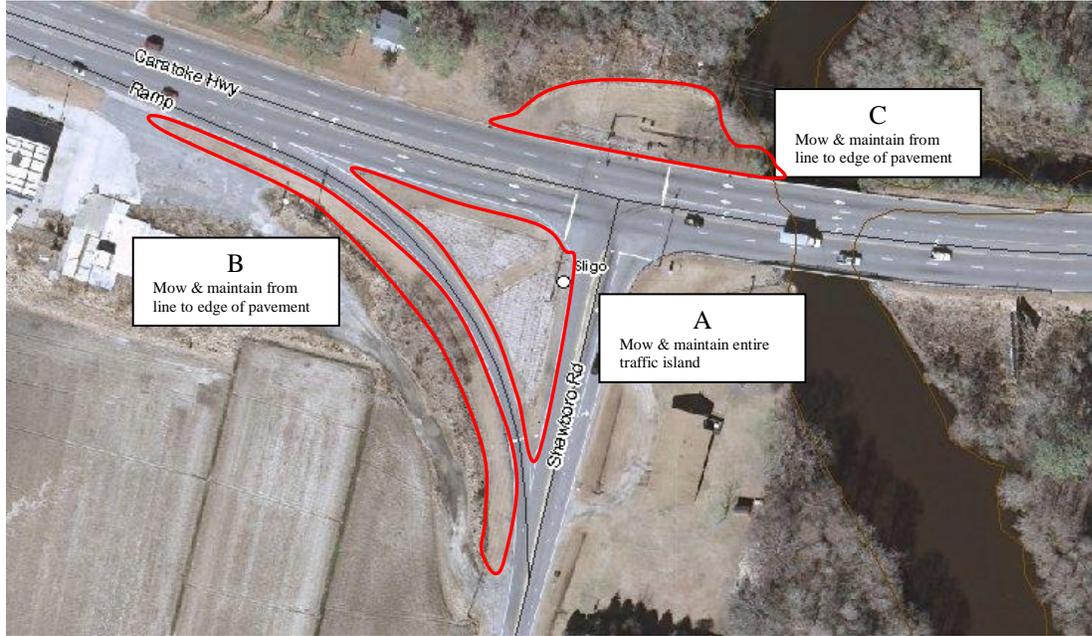
The N.C. Department of Transportation (Division 1) is proposing to provide plant bed maintenance and mowing around enhancement plantings at selected locations in Currituck, Dare, Pasquotank and Perquimans Counties. The work shall consist of but, not be limited to labor, materials, supervision, and equipment.

1. Currituck County, Shawboro, two large traffic islands at NC34, and SR 1147, maintain shrubs, perennials and trees and mow entire area of both traffic islands. **Mulched area is 1,222 square yards.**

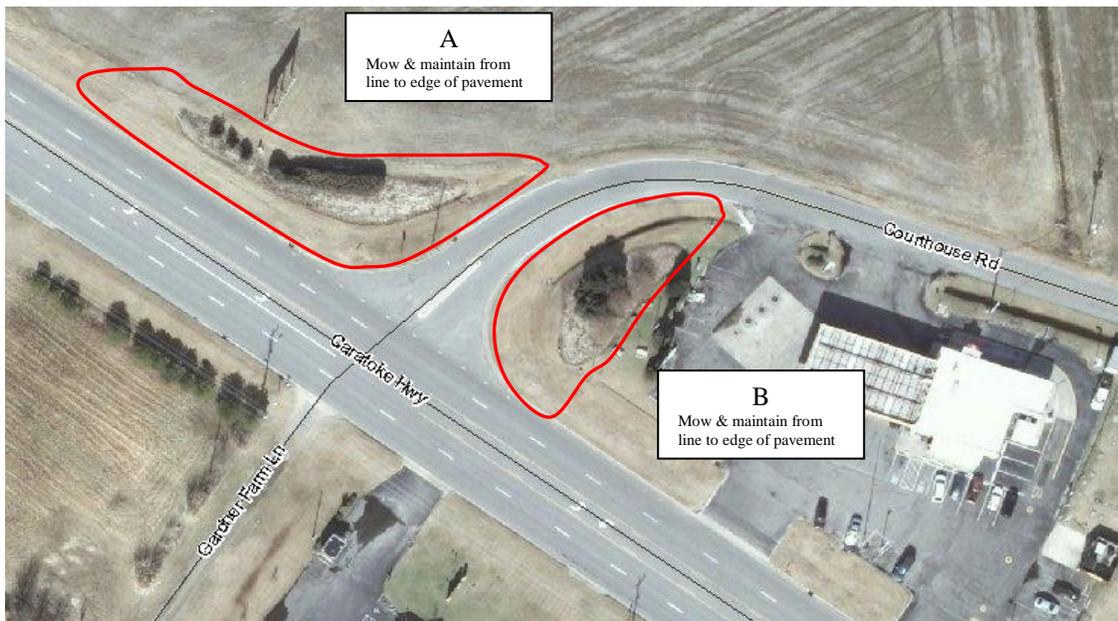


2. Currituck County, Sligo, NC168 and NC34, maintain perennials, shrubs and trees. **A.** mow entire traffic island; **B.** mow from the edge of pavement to the ditch on the ramp from the east bound lane of NC168 to NC34, beginning at the adjacent business driveway access on NC168 and ending at the driveway access on NC34;

C. west bound lane of NC168, beginning at the creek, from the edge of pavement mow 35 feet to established mowing limit extending from the creek to 30' beyond the end of the bed. **Mulched area is 1,160 square yards.**



3. Currituck County, Currituck, along NC168 at the intersections of SR1242 maintain perennial, shrub and trees, two beds at both ends of SR1242 for a total of four beds. **A.** west end of SR1242, west side of SR1242, mow from edge of pavement to 6' behind the bed beginning at the farm path off SR1242 and continuing 30' beyond the end of the bed; **B.** east side of SR1242, mow from edge of pavement to a line even with the back edge of the plant bed. On the east end of NC1242; **C.** west side of SR1242, mow from edge of pavement to the edge of the ditch behind the bed; **D.** east side of SR1242, mow from the edge of pavement to the edge of tree line behind bed. On the south end of that bed along NC168, mow 50' beyond the end of the bed and on the north end, along SR 1242, mow 100' beyond the end of the bed. **Mulched area is 3,590 square yards.**





4. Currituck County, at west end of Point Harbor Bridge – On US158 and SR1187 maintain perennial, shrub and tree plantings, three on the north side of US158, one in the median and one on the south side of US158 for a total of five beds. At the intersection of SR1187 and US158, on the west side of SR1187, mow from the edge of pavement to 6’ behind the back of the bed and 30’ beyond both ends of the bed; on the west side of SR1187, mow from the edge of pavement to 6’ behind the back of the beds, beginning at the driveway on SR1187 to 30’ beyond the end of the bed toward the water; in the median on US158, mow from edge of pavement to plant bed and 10’ beyond the end of plant bed toward the water; on the south side of the WBL of US158, mow from edge of pavement to 6’ beyond the back of the bed beginning 30’ at the west end of the bed, continuing to 6’ beyond the end of the bed at the water end of the bed. **Mulched area is 3,043 square yards.**



5. Dare County, Kitty Hawk, at the east end of Point Harbor Bridge - On US158, maintain perennial, shrub and tree planting beds on both sides of the roadway, mowing from the edge of pavement to 6' behind the back of the beds and eastward to 30' beyond the ends of the beds. On US158 and along SR1480, maintain the perennial, shrub and tree planting bed, mowing the entire right of way between the two roadways. **Mulched area is 2,657 square yards.**



6. Dare County, near the Kitty Hawk Rest Area – at the intersection of US158 and NC12, maintain perennial, shrub and tree planting beds, one in the northwest quadrant and one in the north east quadrant. On the northwest quadrant, mow 15' around the bed. On the northeast quadrant, mow from the edge of pavement to 15' beyond the back edge of the bed. **Mulched area is 5,479 square yards.**



7. Pasquotank County, on US17 and US17 Business, from the Camden County Line to the Perquimans County Line, in divided highway sections, maintain perennial, shrub and tree beds. At each bed, mow from edge of pavement to the bottom of the ditch behind the bed and 30' beyond the ends of the bed. In areas where beds are within 75' of each other, mow continuously between the beds when they are on the same side of the median. On SR1197, (Old US17), from near the intersection with US17 Business, maintain wax myrtle bed and mow from edge of pavement to Control of Access fence, beginning 30' from both ends of the Wax Myrtle bed. Keep Control of Access fence clean of any unwanted vegetation. **Mulched area is 9013 square yards.**
8. Pasquotank County, in Elizabeth City, on NC344 (Halstead Blvd.) from US17 to just north of SR1269 (River Road), maintain trees and where indicated below, mow from edge of pavement to the right of way limit or the established mowing pattern. Where Guardrail sections are present, mow from edge of pavement to 10' behind the guardrail or to the established mowing pattern: **Mulched area is 574 square yards.**
- From US17-Hughes Blvd. to the back entrance to Southgate Mall, maintain trees on both sides of NC344.
 - From the back entrance to Southgate Mall, maintain trees on both sides of NC344 and mow the north side of NC 344 to Walker Ave.
 - From Walker Ave. to Byron Ct./Millbrook Circle, maintain trees on both sides of NC344.
 - From Byron Ct./Millbrook Circle to Body Rd./Roanoke Ave., maintain trees on both sides of NC344 and mow on the south side of NC344.
 - From Roanoke Ave./Body Rd. to Peartree Rd., maintain trees and mow both sides of NC344
 - From Peartree Rd. to Camellia Dr., maintain trees on both sides of NC344 and mow the north side of NC344. Between Peartree Rd. and Brookridge Drive, on the south side of NC 344, mow from edge of pavement to 10' behind the Guardrail or the established mowing pattern.
 - From Camellia Dr. to Herrington Rd., maintain trees and mow on both sides of NC344.
 - From Herrington Rd. to Industrial Dr., maintain trees on both sides of NC344.
 - From Industrial Dr. to Edgewood Dr., maintain trees on both sides of NC344 and mow the south side of NC344. On south Side of NC 344 where private fencing is located, mow up to the fence line. Cut back to the fence any vegetation hanging out over the right of way from the fence.
 - From Edgewood Dr. to the water tower driveway, maintain trees on both sides of NC344 and mow the south side of NC344.
 - From the water tower driveway to Capitol Trace, maintain trees and mow on both sides of NC 344.
 - From Capitol Trace to the beginning of the fence at the Coast Guard Housing, maintain trees and mow on both sides of NC344.
 - The entire length of fence at the Coast Guard Housing, maintain trees on both sides of NC344 and mow on the south side of NC344.
 - From the end of the fence at the Coast Guard Housing to River Road/Pitts Chapel Rd., maintain trees and mow on both sides of NC 344.
 - From River Rd./Pitts Chapel Rd. to 30' beyond the last tree on each side of NC344, maintain trees and mow both sides of NC344. On the south side of NC344, mow to the bottom of the ditch.

9. Pasquotank County, in Elizabeth City, The District One Field Office located at 1929 North Road Street, NC, 27909.

Mowing and Plant Bed Maintenance, to be performed once per week during April through October, at this location. Please note on the Bid Form that the estimated quantity for this pay item is Thirty (30) EACH. The quantity of work units for any given month may not be increased unless approved by the Engineer. The quantity of work units may be decreased by the Engineer during times of exceptionally dry or adverse weather conditions

The mowing height for District One Field Office shall be Two (2) inches giving the appearance of a lawn type finish. **Mulched area is 180 square yards.**



10. Perquimans County, Woodville, on US17, from the Pasquotank County Line to SR1197 (Old US17) in divided highway sections, maintain perennial, shrub and tree beds. At each bed, mow from edge of pavement to the bottom of the ditch behind the bed and 30' beyond the ends of the bed.

In areas where beds are within 75' of each other, mow continuously between the beds when they are on the same side of the median. **Mulched area is 700 square yards.**

11. Perquimans County, Woodville, on US17, mow grounds of the NC Dept. of Transportation Weigh Station. Mow from edge of pavement to the ditch and maintain ditch to keep free of unwanted vegetation. Contractor may not use herbicides to maintain vegetation in the ditch. Contractor shall use herbicides to keep paved areas and right around the building free of unwanted vegetation.

SCOPE OF WORK

1. Existing bed areas are to be kept in a well-maintained grass, weed, and litter-free state.
2. Litter pick-up shall be performed on all areas prior to mowing. Litter pick-up will be considered incidental to each cycle. No additional compensation will be made for litter pick-up.
3. When mowing around plant bed areas and trees, Contractor shall take care not to throw grass clippings into plant beds and tree rings. Contractor shall not leave grass piled up in windrows or in large clumps after cutting is complete. Any such piles or windrows shall be kicked down and evenly distributed over grassed area in no more than a 1" thick layer or removed from the site. Contractor shall take care not to disturb plant beds or tree rings with mowing equipment. Areas that cannot be mowed shall be trimmed with a string trimmer or other suitable device. Should the Contractor throw grass clippings into plant beds, streets and curb and gutter sections, tree rings, and/or on sidewalks, or if damage occurs, the Contractor shall remove grass clippings by raking, sweeping or blowing, and repair damage to the plant beds and/or tree rings, and plants, restoring them to their original state without additional compensation for such work. Contractor shall keep curb and gutter sections and sidewalks that are within the mowing pattern free of vegetation growing in cracks or overhanging the structure.
4. All bed areas shall be treated with a post-emergence herbicide during the first cycle to effectively eliminate all unwanted vegetation. Follow-up applications of post-emergent herbicides in subsequent cycles may be necessary to eliminate unwanted vegetation. Contractor shall apply a pre-emergence herbicide on all newly mulched areas. All bed areas shall be treated with a pre-emergent herbicide to control winter weeds during the last cycle. The Contractor will be required to control insects and diseases found in plants at the direction of the Engineer. The Engineer will notify the Contractor of needed pesticide work one week prior to the beginning of the next scheduled cycle. The Contractor shall complete the required pesticide application during the next scheduled cycle. Rate and type of pesticides shall be approved by the Engineer prior to use. All pesticide applications shall be made by or in the presence of an individual who possesses a valid NC Ground Pesticide Applicators License with a Right of Way (H) endorsement. Contractor will be required to replace any desirable plant material to which any measure of damage is done as a result of misapplication of pesticide by the Contractor or his/her personnel. All replacement plants shall be of the same type and size as the original plant. Such planting shall be done at the direction of the Engineer, within a prescribed time frame. Pesticide and/or replacement planting work not completed within the specified timeframes will be subject to liquidated damages. Pesticide applications will be considered incidental to the respective cycle. No additional compensation will be made for pesticide applications. NCDOT forces will apply a pre-emergent herbicide treatment to all bed areas between February 15 and March 31.
5. All plant material shall be fertilized according to individual plant requirements during the second cycle with a complete analysis, slow release fertilizer. If mulch is to be applied, Contractor shall apply fertilizer prior to mulch application. Work not completed within the specified timeframe will be subject to liquidated damages.

Fertilizer Rate and analysis at time of application shall be approved by the Engineer. Fertilizer applications will be considered incidental to the cycle. No additional compensation will be made for fertilizer applications.

6. Mulching will be required as requested by the Engineer. The Engineer will notify the contractor of the amount and location(s) of mulching work to be done. All designated mulching shall be accomplished during the first or last cycle as directed by the Engineer. Mulch shall be applied evenly over all bed surfaces at the depth specified by the Engineer. A 5-gallon representative sample of mulch to be used on the project shall be supplied to the Engineer for approval prior to placement. Mulch shall consist of twice ground, shredded hardwood bark with no aggregate size greater than 5" in width or length, and no more than 20% by volume can pass through a ¾" sieve, clean and void of sticks, leaves or any extraneous materials. Mulch color shall be dark brown at the time of application and shall not contain any artificial colorant. Mulch shall not contain substances injurious to plants or which will inhibit normal development and growth of plants. Mulch for project shall come from a single source, as approved by the Engineer, unless an additional source and sample is submitted and approved prior to use.
7. Pruning of trees, shrubs, and perennials will be done at the direction of the Engineer. Pruning shall be performed as directed by the Engineer. The Contractor will be responsible for cleanup and disposing of all debris after pruning. Removal of suckers 6" long and greater, on Crape Myrtle trees will be performed during each cycle as needed. Care shall be taken when removing suckers to avoid damage to adjacent bark on the Crape Myrtle. Deadheading of daylilies will be performed during the fourth, fifth and sixth cycle by removing brown flower stalks. Mowing of daylilies will not be permitted as a means of deadheading.
8. Contractor will not be permitted to perform mowing operations without also performing plant bed maintenance operations. The Contractor will receive no compensation for any cycle in which both plant bed maintenance and mowing are not performed in one continuous cycle.

Work done under this contract shall include mowing, litter pickup, fertilizing, and pest control (i.e. weeds, insects, diseases, etc.), and may include pruning and mulching.

CONTRACT TIME AND LIQUIDATED DAMAGES

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

SPIG10

The date of availability for this contract is the date the Purchase Order is issued. No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied. **This contract shall be for the plant bed maintenance and mowing season of the calendar year of 2012.**

The completion date for this contract is **December 31, 2012.**

The Contractor shall submit his/her bid for one year. At the option of the Department, this contract may be extended for two (2) additional one (1) year periods (maximum three (3) Years total). The unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. **The Engineer will notify the Contractor in writing by December 1st if the contract may be extended. The Contractor must notify the Engineer in writing by December 15th of this acceptance or rejection of this offer.** Failure on the part of the Contractor to reply will be perceived as a rejection of the contract extension.

The liquidated damages for this contract are **One Hundred Dollars (\$100.00)** per calendar day and are applicable to all intermediate completion dates.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required of a complete plant bed maintenance and mowing cycle.

The date of availability for this intermediate contract time will be the date the Engineer directs the Contractor to begin each cycle.

For Cycles 1 through 7, the completion date for this intermediate contract time will be the date which is 21 consecutive calendar days after and including the date the Engineer directs the work to begin.

The liquidated damages are One Hundred Dollars (\$ 100.00) per calendar day.

Note:

Estimated cycle beginning dates will be April 16, May 14, June 11, July 2, July 23, August 13, and September 10. These dates are estimates only. Actual beginning date for each cycle will be determined by the Engineer.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES

(2-20-07)

SP1 G14 H

The Contractor shall complete the work required of the last complete plant bed maintenance and mowing cycle.

The date of availability for this intermediate contract time will be the date the Engineer directs the Contractor to begin the last cycle.

The completion date for this intermediate contract time will be the date which is 60 consecutive calendar days after and including the date the Engineer directs the work to begin.

The liquidated damages are One Hundred Dollars (\$ 100.00) per calendar day.

Note:

Estimated cycle beginning date for this cycle will be November 1. This date is an estimate only. Actual beginning date for this cycle will be determined by the Engineer.

OUTSOURCING OUTSIDE THE USA

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.

TRAFFIC CONTROL

(01-17-12)

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.

Measurement and Payment

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

EQUIPMENT REQUIREMENTS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the mowing work as specified in the Project Special Provisions under Description of Work. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Mowers shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the equipment wheels are to remain off the travel way during mowing operations.

WORK ZONE SIGNING

(01-17-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2012 Standard Specifications*, the *2012 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

The Contractor shall install SHOULDER WORK AHEAD (W10-10) portable signs prior to beginning work. They should be mounted on the right shoulder in advance of the mower(s) and shall be relocated regularly to maintain an effective distance. **Signs shall be displayed only while work is underway.** 48" x 48" signs shall be used. On high speed, high volume roadways, signs shall be mounted 5' above the ground surface. Signs must conform to the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Measurement and Payment

Payment will be made for the work zone signing items that have been included in the contract. No direct payment will be made for providing other work zone signing as required herein, as the cost of same will be considered incidental to the work being paid for under those various work zone signing items that have been included. Where the Contractor provides work zone signing as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

LITTERING ON PROJECT

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws.

PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and to poles, wires, cables and other overhead structures, and to plantings.

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (**YIELD, ONE WAY, WRONG WAY, etc.**) suffer any damage, the Engineer, or his representative, shall be notified within two hours of the aforesaid damage. Damage to **STOP** signs shall be repaired by the Contractor immediately and reported to the Engineer within two hours of the aforesaid damage. Such signs may be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

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 operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

GENERAL CONDITIONS

This proposal is subject to *2012 Standard Specifications for Roads and Structures*. Please note the following amendments:

The quantity of plant bed maintenance and mowing work to be paid for will be the individual cycles of plant bed maintenance and mowing work done as directed by the Engineer, and accepted by the Engineer, as called for in the contract.

The quantity of mulch to be paid for during the contract will be the actual number of cubic yards of mulch furnished and placed around plants according to the plans, specifications, and/or as directed by the Engineer, as called for in the contract. Mulch will be measured prior to placing. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size, which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Each truck shall be loaded to at least its measured capacity at the time it arrives at the site of work.

11109004

STATE

The above prices and payments will be full compensation for all work covered by this section, including but not limited to furnishing fertilizer, pesticides, and mulch; pruning and planting; maintaining plants and grassed areas; and replacing dead, damaged, or stolen plants.

Payment will be made under:

Pay Item	Pay Unit
Plant Bed Maintenance and Mowing	Cycle
Shredded Hardwood Bark Mulch	Cubic Yard

ACCEPTANCE

Acceptance will be made only after the satisfactory completion of all required work in the subject cycle. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

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.

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.

ERRATA

(1-17-12) (Rev. 4-17-12)

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

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.

**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 _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

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

By

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

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
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

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 Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL
Affidavit must be notarized for Line (2)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (3)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL
Affidavit must be notarized for Line (4)
Subscribed and sworn to before me this
day of 20
Signature of Notary Public
of County
State of
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

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

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

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

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

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.

Contract No: 11109004
County: Currituck, Dare, Pasquotank &Perquimans

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

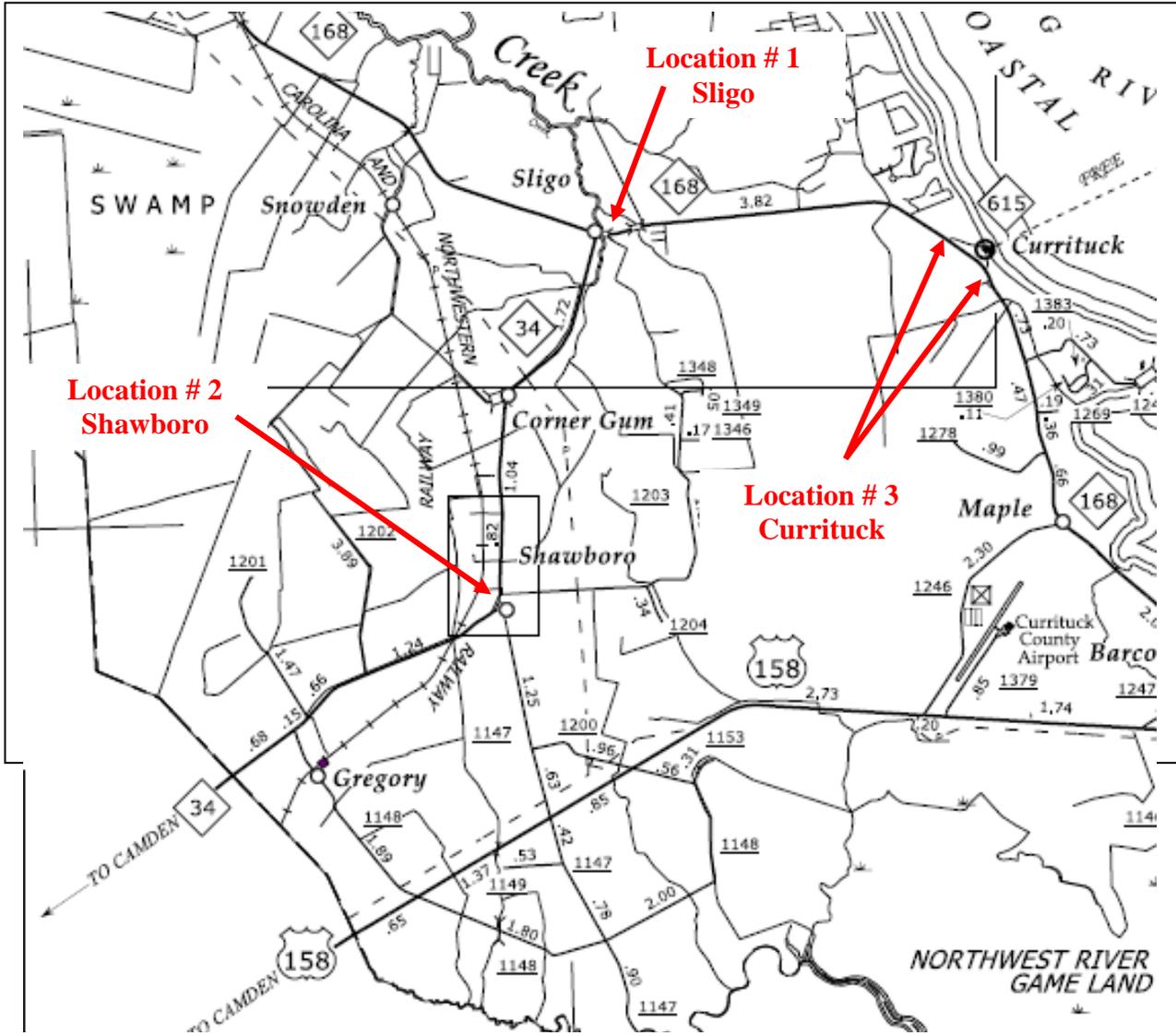
Date

Signature Sheet 7 (Bid - Acceptance by Department)

VICINITY MAP

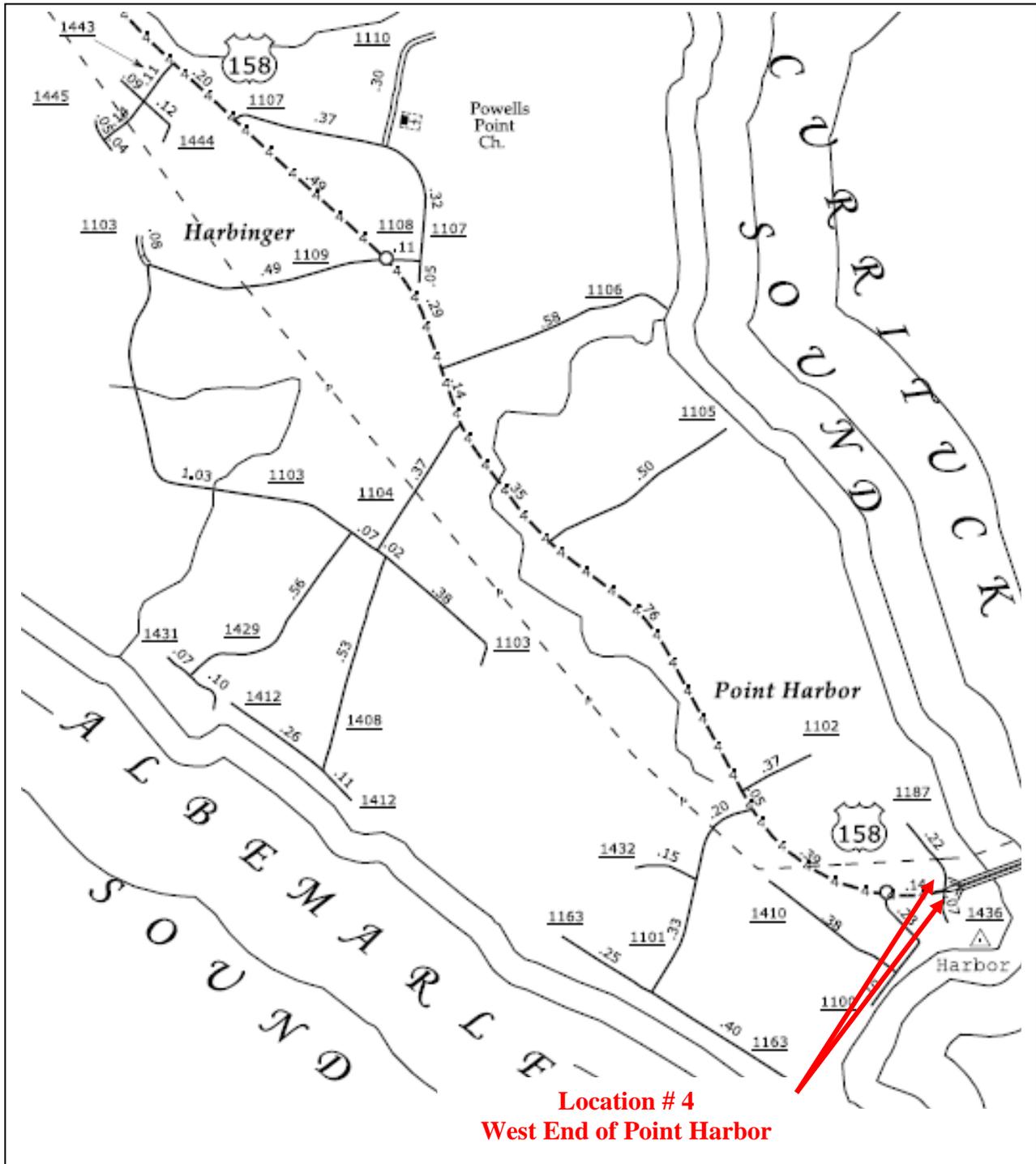
Work Order: 1.102713

DESCRIPTION: Plant Bed Maintenance and Mowing around ornamental plant beds in District One Currituck County



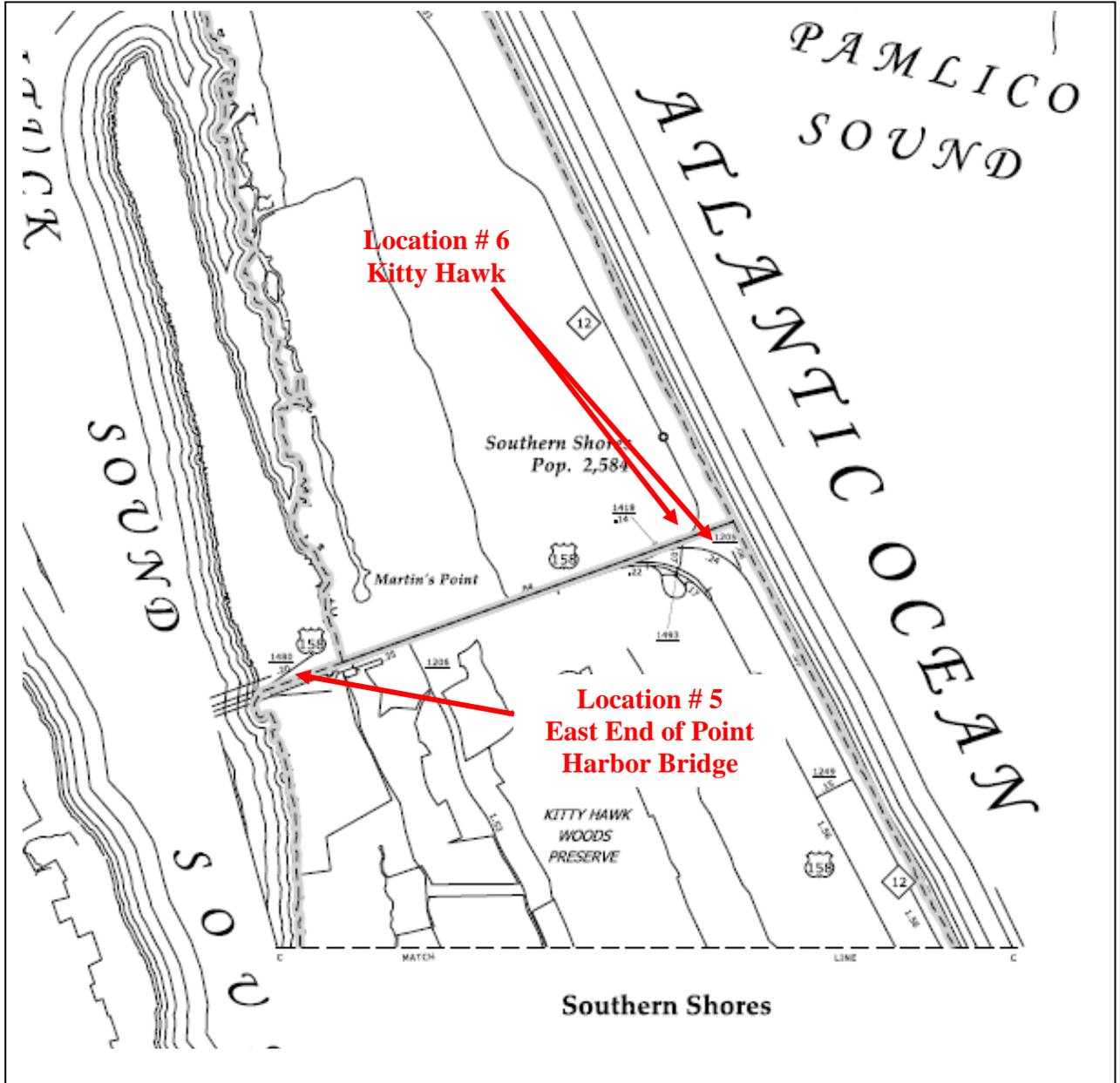
Work Order: 1.102713

DESCRIPTION: Plant Bed Maintenance and Mowing around ornamental plant beds in District One Currituck County

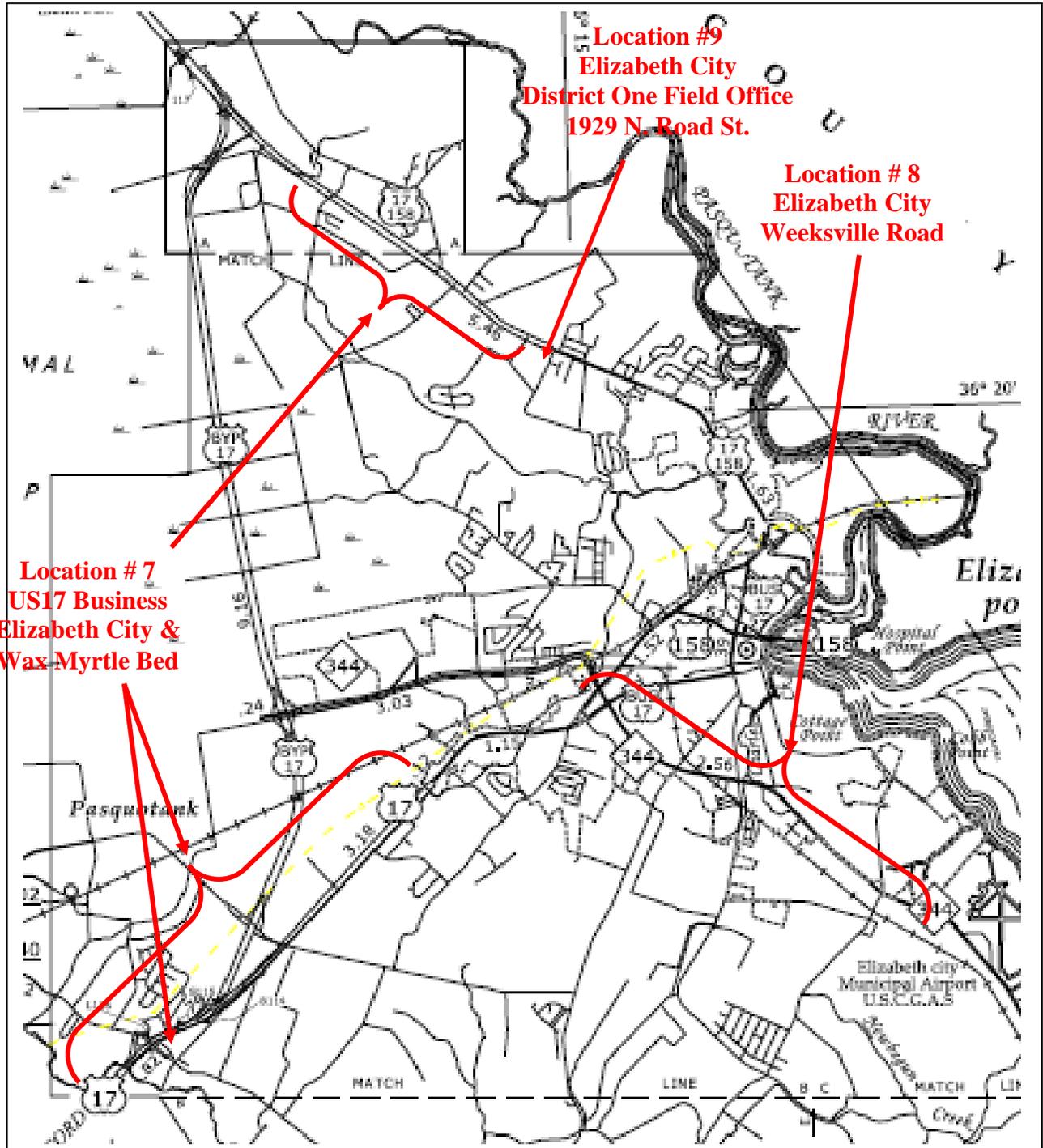


Work Order: 1.102813

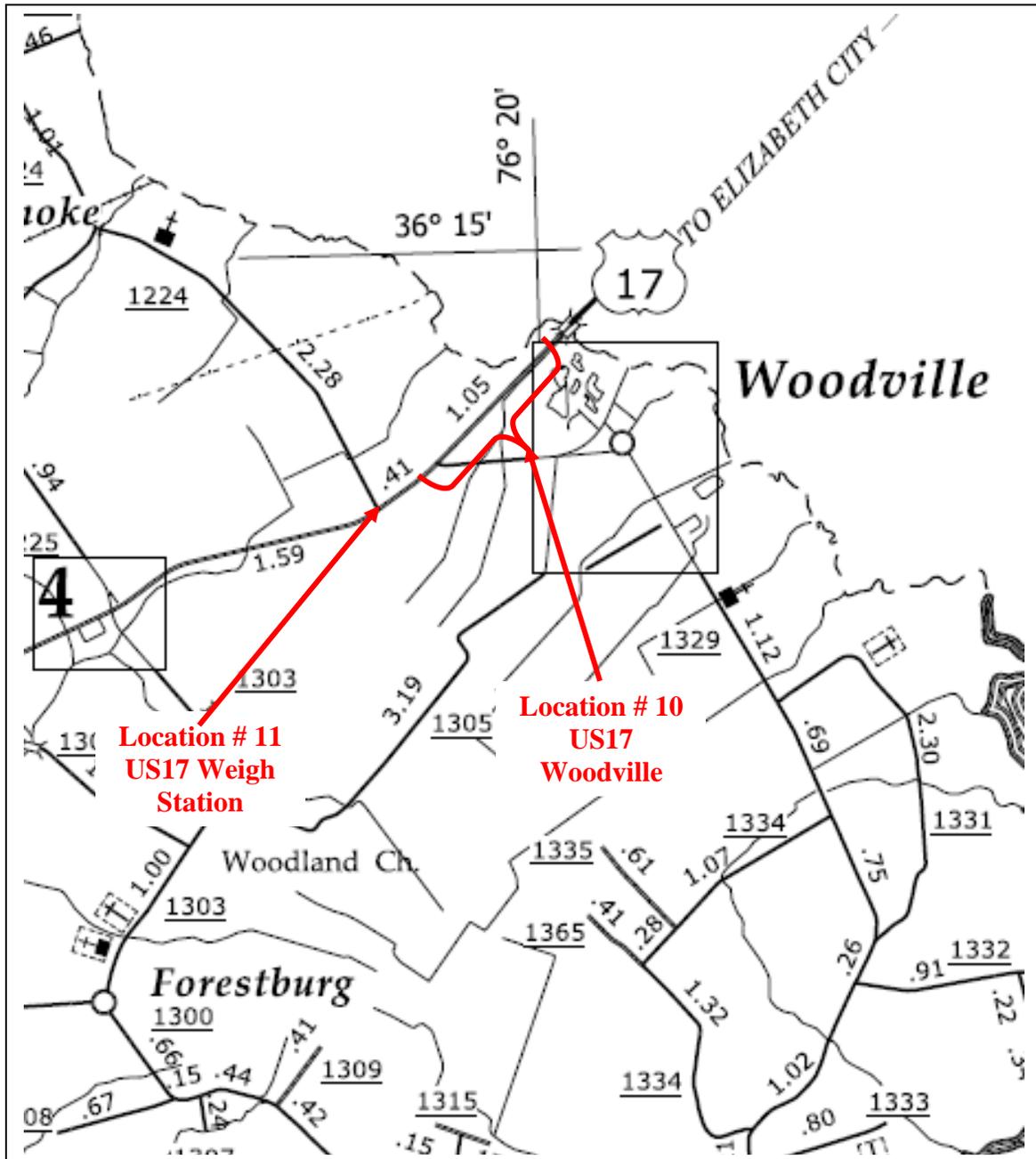
DESCRIPTION: Plant Bed Maintenance and Mowing around ornamental plant beds in District One Dare County



Work Order: 1.107013
DESCRIPTION: Plant Bed Maintenance and Mowing around ornamental plant beds in District One Pasquotank County



Work Order: 1.107213
DESCRIPTION: Plant Bed Maintenance and Mowing around ornamental plant beds in
District One Perquimans County



North Carolina Department of Transportation BID FORM

CONTRACT NO.: 11109004

WBS ELEMENTS: 1.102713, 1.102813, 1.107013 and 1.107213

DESCRIPTION: PLANT BED MAINTENANCE AND MOWING AROUND ORNAMENTAL PLANT BEDS IN DISTRICT ONE, CURRITUCK, DARE, PASQUOTANK AND PERQUIMANS COUNTIES.

LINE	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	PLANT BED MAINTENANCE AND MOWING – CURRITUCK COUNTY	8	CYCLE		
2	SP	PLANT BED MAINTENANCE AND MOWING – DARE COUNTY	8	CYCLE		
3	SP	PLANT BED MAINTENANCE AND MOWING – PASQUOTANK COUNTY	8	CYCLE		
4	SP	PLANT BED MAINTENANCE AND MOWING – PERQUIMANS COUNTY	8	CYCLE		
5	SP	PLANT BED MAINTENANCE AND MOWING –DISTRICT ONE FIELD OFFICE (ELIZABETH CITY)	30	EA		
6	SP	MULCH	1,520	CY		

*****Unit Prices must be limited to TWO decimal places*****

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER, INITIALING AND DATING BELOW.

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

TOTAL BID FOR PROJECT: \$ _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractor's License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

BID FORM CONT.

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by _____ DATE

Accepted by NCDOT _____ DATE