# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION 10 DISTRICT 1

# CONTRACT PROPOSAL SMALL BUSINESS ENTERPRISE

WBS: 10.101311 & 10.201311 ROUTE: Various Locations COUNTY: Cabarrus DESCRIPTION: Tree and Limb Removal BID OPENING: February 19, 2014 DATE of AVAILIABILITY: April 1, 2014 COMPLETION DATE: April 1, 2015

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

**\*\*\*DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!\*\*\*** 

**RETURN BIDS TO:** 

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS, DIVISION 10 ATTN: MR. MARC MORGAN, PE 615 CONCORD ROAD ALBEMARLE, NC 28001

#### **INSTRUCTIONS TO BIDDERS**

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

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

- 1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!
- 2. All entries on the bid sheet, including signatures, shall be written in ink.
- **3.** The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
- **4.** An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
- 7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name 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.** A bid bond or deposit is not required when submitting a bid for this project.
- 12. <u>THE PROPOSAL WITH THE BID SHEET STILL ATTACHED</u> SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DISTRICT ENGINEER'S OFFICE AT 615 CONCORD ROAD ALBEMARLE, NC 28001 NO LATER THAN 10:00 A.M. ON WEDNESDAY, FEBRUARY 19<sup>th</sup>, 2014.
- 13. The sealed bid must display the following statement on the front of the sealed envelope: QUOTATION FOR BLANKET PURCHASE ORDER FOR TREE AND LIMB REMOVAL IN CABARRUS COUNTY TO BE OPENED AT 10:00 A.M. ON WEDNESDAY, FEBRUARY 19<sup>th</sup>, 2014.
- **14.** If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

Mr. Marc Morgan, PE NC Department of Transportation 615 Concord Road Albemarle, NC 28001

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10 of the 2012 <u>Standard Specifications for Roads and Structures</u>. 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.

# PURCHASE ORDER CONTRACT General Provisions

# BIDDING REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE (SBE) CONTRACTS

This is a Small Business Enterprise Program project, and as such, will be restricted to businesses with a gross income of not more than \$1.5 million during the previous calendar year. The Department's normal bonding and Contractor license requirements will be waived.

Any firm seeking to bid on this project must be certified as a Small Business Enterprise (SBE) with the Contractual Services Unit as of the date of bid opening, or their bid will automatically be disqualified. Certified firms eligible to bid are listed in the SBE Directory available at the following website address: https://apps.dot.state.nc.us/vendor/directory

Applications for the SBE Program may be obtained from any Division or District Office, the Contractual Services Unit, Operations, or the following website address:

http://www.ncdot.org/business/ocs/sbe/pdf/AppSelfCert.pdf

Any bid received on this project from a firm not maintaining a current certification with NCDOT as a Small Business Enterprise shall automatically be rejected.

# GENERAL

This contract is for providing tree and limb removal on various primary, secondary, and unpaved roads in <u>Cabarrus</u> <u>County</u>. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the current North Carolina Department of Transportation <u>Standard Specifications for</u> <u>Roads and Structures</u>, the North Carolina Department of Transportation <u>Roadway Standards Drawings</u>, and the current edition of the <u>Manual of Uniform Traffic Control Devices (MUTCD)</u>.

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 <u>Standard Specifications</u>.

# **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed, the rate of progress of the work, and all questions which may arise as to the interpretation of the contract to include the

acceptable fulfillment of the contract on the part of the Contractor. The Engineer's decision shall be final, and he shall have executive authority to enforce and make effective such decisions.

### **AVAILABILITY OF FUNDS - CONTRACT TERMINATION**

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

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

# 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.

# **DEFAULT OF CONTRACT**

The Department of Transportation shall have the right to declare 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 <u>Standard Specifications</u>.

# 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 <u>Standard Specifications</u>. The Contractor, with the consent of the Engineer, may sublet up to 50% of the equipment provided under this contract.

# SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 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.

# **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 work efforts and when work is considered accomplished.

# 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 24 hours a day while the work is in progress. 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 available 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 should 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.

# **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation 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 or equipment to the project.

# PAYMENT

Payment will be made at the contract unit price. Prices and payment will be full compensation for all work covered.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All work items necessary to complete the work other than listed on the "Bid Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be a basis for cancellation of the contract.

Invoices should be sent to:

North Carolina Department of Transportation Ms. Barbara Crawford 716 W. Main Street Albemarle, NC 28001

**Note:** The advertised bid quantities 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.

### **BASIS OF PAYMENT**

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery, tools and materials necessary for the prosecution and completion of the work. The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification within sixty (60) days after receipt of the final estimate payment. The failure on the part of the Contractor to submit the claim(s) within sixty (60) days shall be a bar to recovery. See Section 107-24 "Right of the Contractor to file Verified Claim."

The Contractor's attention is directed to the fact that <u>Article 104-5</u> pertaining to revised contract unit prices will not apply to this contract.

# PURCHASE ORDER CONTRACT Special Provisions

# **SCOPE OF WORK**

At various times NCDOT will need to have damaged trees and limbs removed from within or overhanging the right of way. **This work may need to be performed during the day or night.** Unsafe trees shall be cut so that no portion of the remaining stump(s) protrudes more than four (4) inches above ground level. The responsibility of the Contractor is to furnish the necessary personnel and equipment to remove and dispose of the trees and limbs which need cutting, **as determined by the Engineer or his representative.** For the purposes of this contract, a crew shall include a bucket truck, debris truck, chipper, and sufficient personnel to operate said equipment and perform traffic control. **NOTE: The Engineer or his representative must furnish prior approval for the use of any additional crew(s).** 

# CONTRACT TIMES AND LIQUIDATED DAMAGES

This contract will be effective for one year beginning April 1<sup>st</sup>, 2014 and ending April 1<sup>st</sup>, 2015. **The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below.** 

The contractor shall submit his bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each [maximum three (3) years total]. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contact is implemented.

The Engineer will notify the Contractor in writing 30 days before annual expiration date. The Contractor must notify the Engineer within 15 days after receiving notice of his acceptance of this offer. <u>Failure on the part of the Contractor to reply</u> will be received as a rejection of contract extension.

<u>EMERGENCY RESPONSE TIME</u>: In instances of an emergency (as determined by the Engineer or his representative), NCDOT will contact the Contractor (by phone, email, or fax letter) where limb(s) or leaning tree(s) are an imminent danger to the traveling public. The Contractor must be available for contact at all times in case of an emergency. The expected response time to a danger area is within a <u>3 hour period</u> to clear and remove limb(s) or leaning tree(s) from the right of way.

**<u>NON-EMERGENCY</u>**: In instances which NCDOT does not consider as an emergency, the expected response time to remove tree(s) or branches is within <u>seven (7) days</u>.

The Liquidated Damages for noncompliance with the emergency response time as described above is <u>One</u> <u>Hundred Dollars (\$100.00)</u> per hour.

The Liquidated Damages for noncompliance with the non-emergency response time is <u>Five Hundred Dollars</u> (\$500.00) per calendar day.

**BASIS OF PAYMENT: Emergency or Non-Emergency Response Time** shall be paid <u>per crew hour</u>. The time is to start when the crew(s) arrives at the job site, as the total time will be recorded by the Engineer's representative(s). **It is the responsibility of the contractor to notify the Engineer or his representative when he will arrive at the job site.** This shall include the cost of all personnel and equipment needed to remove and dispose of the trees and limbs.

**MOBILIZATION:** Mobilization will be incidental to the bid items. There will be <u>no pay item</u> for Mobilization.

**TRAFFIC CONTROL:** Traffic Control will be incidental to the bid items. There will be <u>no pay item</u> for Traffic Control. The Contractor shall refer to section 1101 of the "NCDOT January 2012 Roadway Standard Drawings" and the 2012 "Standard Specifications For Roads And Structures".

# **PROSECUTION OF WORK**

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations.

### HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

# **REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

# THIS CONTRACT SHALL BE SUBJECT TO IMMEDIATE TERMINATION IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING OR IMPROPER DISPOSAL OF DEBRIS.

#### STOCKPILING OF DEBRIS ON THE HIGHWAY RIGHT-OF-WAY SHALL NOT BE PERMITTED.

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

#### **OUTSOURCING OUTSIDE THE USA**

SP1 G150

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

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

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

### GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

107-1

SP1 G152

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

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

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

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

#### **EMPLOYMENT**

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

108, 102

SP1 G184

Revise the 2012 Standard Specifications as follows:

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

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

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

#### STATE HIGHWAY ADMINISTRATOR TITLE CHANGE SPI G185

(9-18-12)

Revise the 2012 Standard Specifications as follows:

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

# STANDARD SPECIAL PROVISIONS

#### **AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

7-2

(5-20-08)

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

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

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

#### STANDARD SPECIAL PROVISION

#### **ERRATA**

(1-17-12) (Rev. 1-21-14)

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 3**

Page 3-1, after line 15, Article 300-2 Materials, replace "1032-9(F)" with "1032-6(F)".

#### **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 8**

**Page 8-23, line 10, Article 838-2 Materials,** replace "Portland Cement Concrete, Class B" with "Portland Cement Concrete, Class A".

#### **Division 12**

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

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

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

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

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

#### **Division 15**

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace "Subarticle 235-4(C)" with "Subarticle 235-3(C)". Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$ 

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

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

#### **Division 17**

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

Revise the 2012 Roadway Standard Drawings as follows:

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

#### STANDARD SPECIAL PROVISION

#### PLANT AND PEST QUARANTINES

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

(3-18-03) (Rev. 10-15-13)

#### 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.gov/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.

# **ON-THE-JOB TRAINING**

# (10-16-07) (Rev. 7-21-09) **Description**

Z-10

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

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

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

#### Minorities and Women

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

#### **Assigning Training Goals**

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

#### **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 Truck Drivers Carpenters Concrete Finishers Pipe Layers Office Engineers Estimators Iron / Reinforcing Steel Workers Mechanics Welders The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

#### **Records and Reports**

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

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

#### **Trainee Interviews**

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

#### **Trainee Wages**

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

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

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

#### Achieving or Failing to Meet Training Goals

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

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

#### **Measurement and Payment**

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

# **SUBSTITUTE FORM W-9**

#### VENDOR REGISTRATION FORM

#### NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

# INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

	NAME:	
MAILING ADDRESS: STRE BOX:	ET/PO	
CITY, S	TATE, ZIP:	
DBA / TRADE NAME (IF APPLICARLE):		
BUSINESS DESIGNATION:	<ul> <li>INDIVIDUAL (use Social Security No.)</li> <li>CORPORATION (use Federal ID No.)</li> <li>ESTATE/TRUST (use Federal ID no.)</li> <li>OTHER / SPECIFY</li> </ul>	SOLE PROPRIETER (use SS No. or Fed ID No.) PARTNERSHIP (use Federal ID No.) STATE OR LOCAL GOVT. (use Federal ID no.)
	0	(Social Security #)
OR FED.EMPLOYER IDENTIFICATION N	XO	(Employer Identification #)
COMPLETE THIS SECTION IF PAYMENTS REMIT TO ADDRESS: STREET / PO BOX CITY, STATE, ZIP:		N THE ONE LISTED ABOVE:
is to collect statistical data on those	vendors doing business with NCDOT. If you choose to particip Prefer Not To Answer,  African American,  Nati	formation below will in no way affect the vendor registration process and its bate, circle the answer that best fits your firm's group definition. ve American, Caucasian American, Asian American,
_ <b>.</b> _	ver, Male, Female) Disabled-Owned Business	• (□Prefer Not to Answer, □Yes,□ No)
Under penalties of perjury, I certify that: The number shown on this form is my correct taxp I am not subject to backup withholding because: (a result of a failure to report all interest or dividends, I am a U.S. person (including a U.S. resident alien)	<b>IRS Certification</b> ayer identification and b) I am exempt from backup withholding, or (b) I have b, or (c) the IRS has notified me that I am no longer sub- b.	not been notified by the IRS that I am subject to backup withholding as
NAME (Print or Type)	TITLE (Print or	r Type)

SIGNATURE

1. 2.

3.

· • • •

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to your local DOT office.

#### 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	e of Corpor	ration
Address	as Prequal	ified
Attest Secretary/Assistant Secretary	_ By _	President/Vice President/Assistant Vice President
Secretary/Assistant Secretary Select appropriate title		President/Vice President/Assistant Vice President Select appropriate title
Print or type Signer's name		Print or type Signer's name
		CORPORATE SEAL
AFFIDAVIT MU	IST BE	NOTARIZED
Subscribed and sworn to before me this the		
day of 20		
		NOTARY SEAL
Signature of Notary Public		
ofCounty		
State of		
My Commission Expires:		

#### 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 N	MUST BE	<b>E NOTARIZED</b>				
Subscribed and sworn to before me this the		NOTARY SEAL				
day of 20						
Signature of Notary Public	Signature of Notary Public					
ofCoun	ty					
State of						
My Commission Expires:						

#### 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 Pre	equalified		
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	NOTARY SEAL		
day of 20			
Signature of Notary Public			
ofCounty			
State of			
My Commission Expires:			

County

(1)

M-4

#### **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	e	
(2)		Name of Contractor		
		Address as Prequalifier	d	
	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 Prequalifie	d	
	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 V	enture only)	
		Address as Prequalifier	• •	
	Signature of Witness or Attest	Ву		Signature of Contractor
	Print or type Signer's name			Print or type Signer's name
ARY SEA	If Corporation, affix Corporate Seal	NOTARY SEAL		NOTARY SE
lavit must	t be notarized for Line (2)	Affidavit must be notarized for L	ine (3)	Affidavit must be notarized for Line (4)
	ad sworn to before me this 20	Subscribed and sworn to before aday of		Subscribed and sworn to before me thisday of 20
	Notary Public	Signature of Notary Public		Signature of Notary Public
	County	of		ofCounty
	ing Engineer	State of		State of
Commissi	ion Expires:	My Commission Expires:		My Commission Expires:

#### 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
AFFIDAV	/IT MUST BE NOTARIZED
Subscribed and sworn to before me thi	s the NOTARY SEAL
day of	20
Signature of Notary Public	
of(	County
State of	

My Commission Expires:

#### 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\_\_.

Signature of Notary Public

of \_\_\_\_\_County

~ ^		
State of		
State OI		

My Commission Expires:\_\_\_\_\_

**NOTARY SEAL** 

Contract No.	
County	

#### **DEBARMENT CERTIFICATION**

Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
- 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 Municipal contracts, unless authorized by the Municipality.
- 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 Municipality, 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 Municipality 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.

Contract No.	
County	

#### **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.

# North Carolina Department of Transportation **BID FORM**

Work Order Number: 10.101311 & 10.201311 **Description: Blanket Tree and Limb Removal** 

County: Cabarrus Bid Opening February 19<sup>th</sup>, 2014

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Emergency Response Per Crew	250	HR		
2	SP	Non-Emergency Response Per Crew	300	HR		
TOTAL BID FOR PROJECT:   \$						

CONTRACTOR	Federal ID No	
ADDRESS	Contr. License No	
	Telephone No	
Vendor Number		CORPORATE
Authorized Agent	Title	SEAL
Signature	Date	
Witness	Title	
Signature	Date	