# STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



**Division 14** 

**Division-Wide** 

# <u>Contract</u> <u>Small Business Enterprise</u>

CONTRACT: DN11749751

TIP Number: N/A

FEDERAL: STATE FUNDED WBS Element: 14RE.102013, ETC...

LOCATION: AT VARIOUS DEBRIS STAGING SITES THROUGHOUT

**ALL TEN COUNTIES IN DIVISION 14** 

COUNTY: CHEROKEE, CLAY, GRAHAM, HAYWOOD,

HENDERSON, JACKSON, MACON, POLK, SWAIN,

**TRANSYLVANIA** 

DESCRIPTION: BRUSH AND STUMP GRINDING; REMOVAL/DISPOSAL

**OF MULCH** 

Contractor: CLEAN CUTS TREE SERVICE Address: 873 GAIDDENS CREEK ROAD

**ROBBINSVILLE, NC 28771** 

Division Engineer: B. C. Burch, P.E.

Roadside Environmental Engineer: F. K. Blazer

**Letting Date:** 4/24/2018

**Contract Execution:** 5/4/2018

## STATE OF NORTH CAROLINA **DEPARTMENT OF TRANSPORTATION**



#### **DIVISION 14**

# **CONTRACT PROPOSAL** SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: APRIL 24, 2018 AT 2:00 PM

**CONTRACT ID:** 

DN11749751

WBS ELEMENT NO.:

14RE.102013, ETC...

FEDERAL AID NO.: STATE FUNDED

COUNTY:

CHEROKEE, CLAY, GRAHAM, HAYWOOD, HENDERSON, JACKSON,

MACON, POLK, SWAIN, TRANSYLVANIA

TIP NO.:

N/A

**MILES:** 

N/A

**ROUTE NO.: VARIES** 

LOCATION: AT VARIOUS DEBRIS STAGING SITES THROUGHOUT ALL TEN

**COUNTIES IN DIVISION 14** 

TYPE OF WORK: BRUSH AND STUMP GRINDING; REMOVAL/DISPOSAL OF

MULCH

ustin Odom DBA Claya Cut Tree Service Gladdens creek RD Robbinsville NG 28771

### **RETURN BIDS TO:**

N. C. DEPARTMENT OF TRANSPORTATION **DIVISION OF HIGHWAYS, DIVISION 14** ATTN: Jeffrey E. Alspaugh, EI 253 Webster Road Sylva, NC 28779

#### PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. DN11749751 IN CHEROKEE, CLAY, GRAHAM, HAYWOOD, HENDERSON, JACKSON, MACON, POLK, SWAIN AND TRANSYLVANIA COUNTIES, NORTH CAROLINA 3/28/2018

Date 20

# DEPARTMENT OF TRANSPORTATION, RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. <u>DN11749751</u>; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2018 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DN11749751** in **Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Polk, Swain and Transylvania Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

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

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

BONDS ARE NOT REQUIRED.

SEAL 033717

SEAL 033717

Division 14 Project Manager

Docusigned by:
Wesley Jamison
02FF828795674A5

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## COVER SHEET PROPOSAL SHEET

THIS CONTRACT IS FOR TIP N/A CONTRACT ID DN11749751 FOR BRUSH AND STUMP GRINDING; REMOVAL/DISPOSAL OF MULCH TYPE OF WORK IN CHEROKEE, CLAY, GRAHAM, HAYWOOD, HENDERSON, JACKSON, MACON, POLK, SWAIN AND TRANSYLVANIA COUNTIES.

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

#### TRADITIONAL PAPER BIDS:

- 1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid. ALL BIDDERS SHOULD CONTACT THE DIVISION 14 CONTRACTING OFFICE VIA EMAIL <u>D14CONTRACTS@NCDOT.GOV</u> PRIOR TO NOON THE DAY OF LETTING TORECEIVE A VALIDATION EMAIL. Proposals submitted without the validation email may be rejected.
- 2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
- **3.** The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
- **4.** An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
- 5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
- **6.** Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
- 7. The bid shall be properly executed on the included **Execution of Bid Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
    - Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
- **8.** The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **9.** The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 10. <u>THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED</u> SHALL BE PLACED IN A <u>SEALED</u> ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION 14 OFFICE, LOCATED AT 253 Webster Road, BY 2:00 PM ON, April 24, 2018.
- 11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR – BRUSH AND STUMP GRINDING; REMOVAL/DISPOSAL OF MULCH AT VARIOUS DEBRIS STAGING SITES THROUGHOUT ALL TEN COUNTIES IN DIVISION 14 TO BE OPENED AT 2:00 PM ON, April 24, 2018.

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

N. C. DEPARTMENT OF TRANSPORTATION ATTN: Jeffrey E. Alspaugh, EI 253 Webster Road Sylva, NC 28779

#### PROJECT SPECIAL PROVISIONS

#### **GENERAL**

#### **BOND REQUIREMENTS - No Bonds Required**

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

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

#### **CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07) 108 SPI G10 A

The date of availability for this contract is May 21, 2018.

The completion date for this contract is May 20, 2019.

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

The liquidated damages for this contract are **Five Hundred Dollars** (\$ 500.00) per calendar day.

### **TERM OF THE CONTRACT:**

(12-12-17)

The Contractor shall submit his blanket bid for the above noted duration. At the option of the Department, this contract may be extended for a maximum of 2 additional one-year terms. The unit bid will be adjusted according to the Consumer Price Index, as specified below.

Contract Availability for Term 2 will be May 21, 2019; Contract Completion for Term 2 will be May 20, 2020.

Contract Availability for Term 3 will be May 21, 2020; Contract Completion for Term 3 will be May 20, 2021.

The total contract expenditures shall not exceed the maximum value of \$500,000 per year. The Engineer will notify the Contractor in writing within 90 days of the original contract completion date if the contract may be extended. The Contractor must notify the Engineer in writing within 60 days of the original contract completion date of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

#### **CPI PRICE ADJUSTMENT:**

(11-15-05) (Rev. 12-12-17)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contractor, 60 days prior to the end of each contract period, the renewed contract may be increased to reflect the increase in the Consumer Price Index (CPI U 1982-84=100) for the previous 12 month period as published by the US Bureau of Labor Statistics (https://www.bls.gov/data). If the amount of the requested increase is more than 10 percent, the Department of Transportation reserves the right to cancel this contract.

The CPI will be determined from January to January period. Example below:

	Yr	J	F	M	A	M	J	J	A	S	0	N	D
-	15	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
	16	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546		

CPI for current period	230.280
Less CPI for previous period	226.665
Equals index point change	3.615
Divided by previous period CPI	226.665
Equals	.01595
Result multiplied by 100	.01595 x 100
Equals percent change	1.595%

If approved for renewal, the cost adjustment period for the first renewal of this contract will be May 2019 to May 2020.

If approved for renewal, the cost adjustment period for the second renewal of this contract will be May 2020 to May 2021.

#### **MOBILIZATION:**

(04-24-18) 800

Revise the 2018 Standard Specifications as follows:

Page 8-1, Article 800-2 Measurement and Payment, delete the entire section and replace with the following:

#### **Measurement and Payment:**

Mobilization shall be paid for <u>each instance</u> that the contractor is required to perform and complete grinding operations at a specific debris site. Such price and payment includes, but is not limited to, the movement of personnel, equipment, supplies, and incidentals to the project site, for the establishment of offices, buildings and other facilities necessary for work on the project; the removal and disbandment of those personnel, equipment, supplies, incidentals or other facilities that were established for the prosecution of work on the project; and for all other work and operations that shall be performed for costs incurred before beginning work on the various work items.

Upon contact from the Engineer, Contractor will have  $\underline{10}$  calendar days to mobilize. Failure to mobilize within this time period will result in assessment of liquidated damages in the amount of  $\underline{\$500}$  per calendar day.

Payment will be made under:

Pay Item	Unit
Mobilization	Each

#### **NO MAJOR CONTRACT ITEMS:**

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

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

#### **NO SPECIALTY ITEMS:**

7-1-95) 108-6 SPI G34

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

#### SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-16-17) 108-2 SPI G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<u>Fiscal Year</u>	Progress (% of Dollar Value)
2018	(7/01/17 - 6/30/18)	17 % of Total Amount Bid
2019	(7/01/18 - 6/30/19)	83 % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the 2018 Standard Specifications. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

#### **SUBSURFACE INFORMATION:**

(7-1-95) 450 SPI G112 A

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

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

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

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

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

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

#### PROJECT SPECIAL PROVISIONS

#### **ROADWAY**

#### **BRUSH DEBRIS GRINDING AND REMOVAL:**

(8-18-09) (04-24-18)

#### **Description**:

Grind stumps and brush at location specified by the Engineer.

#### **Equipment**:

Provide all equipment necessary to grind, stage, load, and remove vegetative debris within contract period.

#### **Construction**:

Grind all stump and brush material at work location and deposit either directly into a haul truck or into a neat mulch pile at an onsite location specified by the Department. Stockpiling of the mulch material shall be temporary, until such time as the grinding operations are complete, and hauling operations commence. All mulch shall be removed from the site. All mulch shall become the property of the contractor at the time that it is removed from the site. The Contractor is responsible for any disposal permits or agreements.

#### **Measurement and Payment:**

*Brush Debris Grinding and Removal* will be measured and paid as the actual number of cubic yards of brush debris ground and hauled away from the site. The volume of mulched material will be determined, based on mulched material processed and loaded in the hauling truck.

No separate measurement will be made for the relocation of the equipment at the work location. Such price and payment will be full compensation for all work covered by this provision, including but not limited to operators, fuel, maintenance of the equipment, hauling, tipping fees, loading, and permits.

Payment will be made under:

Pay ItemUnitBrush Debris Grinding and RemovalCubic Yard

## STANDARD SPECIAL PROVISION AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the 2018 Standard Specifications.

#### STANDARD SPECIAL PROVISION

#### **ERRATA**

(2-12-18) Z-4

Revise the 2018 Standard Specifications as follows:

#### **Division 7**

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

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

#### **Division 10**

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

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

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

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

#### STANDARD SPECIAL PROVISION

#### PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)
(3-18-03) (Rev. 12-20-16)
Z-04a

#### Within Quarantined Area

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

#### **Originating in a Quarantined County**

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

#### Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <a href="http://www.ncagr.gov/plantindustry/">http://www.ncagr.gov/plantindustry/</a> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

- 1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
- 2. Plants with roots including grass sod.
- 3. Plant crowns and roots.
- 4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
- 5. Hay, straw, fodder, and plant litter of any kind.
- 6. Clearing and grubbing debris.
- 7. Used agricultural cultivating and harvesting equipment.
- 8. Used earth-moving equipment.
- 9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

DN11749751 G-11 Division-Wide

#### **STANDARD SPECIAL PROVISION**

#### **MINIMUM WAGES**

(7-21-09) Z-5

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

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.

DN11749751 G-12 Division-Wide

#### STANDARD SPECIAL PROVISION

## **ON-THE-JOB TRAINING**

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

#### **Description**

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

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

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

#### **Minorities and Women**

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

#### **Assigning Training Goals**

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

### **Training Classifications**

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

Equipment Operators Office Engineers
Truck Drivers Estimators

Carpenters Iron / Reinforcing Steel Workers

Concrete Finishers Mechanics
Pipe Layers Welders

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

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

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

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

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

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

#### **Records and Reports**

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

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

#### **Trainee Interviews**

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

#### **Trainee Wages**

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

of the journeyman wage for the first half of the training period
of the journeyman wage for the third quarter of the training period
of the journeyman wage for the last quarter of the training period

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

#### **Achieving or Failing to Meet Training Goals**

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

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

#### **Measurement and Payment**

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

#### ITEMIZED PROPOSAL FOR CONTRACT NO. DN11739242

Line	Sec	Description	Qty	Unit	Unit Cost	Amount
#	#					<b>50</b>
1	SP	MOBILIZATION	12	EA	\$1200.00	\$ 14,400.00
2	SP	BRUSH DEBRIS GRINDING AND REMOVAL	10,000	CY	\$16.00	\$ 160,000.00

Total Amount Of Bid For Entire Project: \$ 174.400.00

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

#### INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

## SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder	Justin Odom Individual Name
Trading and Doing Business As	Clean Cut free Securce Full name of Firm
873 Gladdons Creek	RD Robbins UI/IE N.C. 2877/ Address as Prequalified
Lin A Concr	Sus to Orl
Signature of Witness	Signature of Prequalified Bidder, Individual
Print or Type Signer's Name	Print or Type Signer's Name
CO AY Z	
SARY Z	
PV 55	

#### DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

#### Conditions for certification:

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

#### DEBARMENT CERTIFICATION

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

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

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

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

certification.
Celuncation.

## **Execution of Contract**

**Contract No: DN11749751** 

County: Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Polk, Swain,

Transylvania

ACCEPTED BY THE DEPARTMENT

Signature Sheet (Bid) - ACCEPTANCE SHEET



DATE (MM/DD/YYYY) 05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

( )					
PRODUCER	CONTACT Claudine Gibson				
Gibson Insurance Agency, LLC	PHONE (A/C, No, Ext): 828-479-3369 FAX (A/C, No): 828-47	9-4198			
Po Box 1412	E-MAIL ADDRESS: gibsonins@gmail.com				
Robbinsville NC 28771	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Nautilus Insurance Company	17370			
INSURED	INSURER B: Nautilus Insurance Company	17370			
Justin Odom DBA Clean Cuts Tree Service 873 Gladdens Creek Road	INSURER C:				
Robbinsville NC 28771	INSURER D :				
	INSURER E :				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR		POLICY EFF	POLICY EXP	LIMIT	S
	GENERAL LIABILITY	X	 NN795148	, ,	05/06/2018	EACH OCCURRENCE	\$1,000,000
A	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ INCLUDED
	X POLICY PRO- JECT LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO					BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB X OCCUR		AN041116	07/20/2017	05/06/2018	EACH OCCURRENCE	\$3,000,000
В	X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$3,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER	
	AND EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$
	(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tree Trimming & Clean-Up. Policy #ANO 41116 is follow form excess over
General Liability with Nautilus Central Each Occ/\$2,000,000 General
Aggregate/Prod/Comp-Included/\$1,000,000 Personal & Adv. Certificate Holder is listed as
Additional Insured per form CG2010 (4/13). Ref Contract ID: DN11749751.

CERTIFICATE HOLDER	CANCELLATION
NC DOT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ATTN : Jeffrey E Alspaugh	AUTHORIZED REPRESENTATIVE
253 Webster Rd	
Sylva, NC 28779	//.// 1. Worl

CANCELLATION

CERTIFICATE UOI DER



DATE (MM/DD/YYYY) 05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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certificate holder in lieu of such endorsement(s).											
PRODUCER					CONTACT Claudine Gibson						
Gibson Insurance Agency, LLC					PHONE (A/C, No	o, Ext): 828-	479-3369		(A/C, No): 8	28-479-4198	
Po Box 1412					E-MAIL ADDRESS: gibsonins@gmail.com						
Robbinsville NC 28771					INSURER(S) AFFORDING COVERAGE					NAIC#	
					INSURE	41297					
INSU	RED				INSURER A : Scottsdale Insurance Company 4 INSURER B :						
	stin Odom DBA Clean Cut	s T	ree	Service							
ı	3 Gladdens Creek Road				INSURER C:						
RO	bbinsville NC 28771				INSURER D:						
			INSURER E :								
CO	/ERAGES CER	NUMBED:	INSURER F : REVISION NUMBER:								
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INSR LTR	TYPE OF INSURANCE	ADDL	SUBR			POLICY EFF	POLICY EXP		LIMITS		
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	AND EMPLOYERS' LIABILITY			ļ			TORY LIMITS	ER			
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							1	E.L. DISEASE - EA E	EMPLOYEE \$		
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT   \$		
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CERTIFICATE HOLDER CANCELLATION											
		-			JANO						
NC Department of Transportation Highway Division 14					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
253 Webster Road Sylva NC 28779				AUTHORIZED REPRESENTATIVE							
						© 1999 2010 ACOPD COPPORATION. All visible recognised					



DATE (MM/DD/YYYY) 05/03/2018

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tr	nis certificate does not confer rights	to the ceri	tificate nolder in lieu of su		II(S).						
PRO	DDUCER (828) 479-336	9		CONTACT NAME:							
GIE	BSON INS AGY LLC		PHONE (A/C, No, Ext): (828) 479-3369 FAX (A/C, No):								
PO	BOX 1412		E-MAIL ADDRESS:								
	DBBINSVILLE NC28771		INSURER(S) AFFORDING COVERAGE								
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	STIN ODOM / CLEAN CUT'S T	DEE CE	:פעוכב	INSURER B:							
		NEE SE	RVIOL	INSURER C:							
	3 GLADDENS CK RD			INSURER D:							
RC	BBINSVILLE NC 28771			INSURER E:							
				INSURER F:							
		***************************************	E NUMBER:	r mmm\1.100/18m	TO THE INCHES	REVISION NUMBER:		IOV AFFILAD			
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	ERTIFICATE MAY BE ISSUED OR MAY										
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ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$				
	If yes, describe under DESCRIPTION OF OPERATIONS below	and the same of th			2	E.L. DISEASE - POLICY LIMIT	\$				
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199	1 MACK RD6 2M2P264Y9MC	010175	•								
	7 FORD F350 1FT8W3BT8HE		Comprehensive 1000 DED Co								
	2 KW W90	31374 NE	Comprehensive 1000 DED Co	maior 1000 DED							
UON	NTRACT ID # DN11749751										
CERTIFICATE HOLDER				CANCELLATION							
NO DEDT OF TRANSPORTATION				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE							
٧Ų	DEPT OF TRANSPORTATION			EREOF, NOTICE WILL							

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**HIGHWAY DIVISION 14** 

2543 WEBSTER RD

**SYLVA, NC 28779** 



DATE (MM/DD/YYYY) 05/01/2018

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lf th	SUBROGATION IS WAIVED, subject to the terms and conditions of t is certificate does not confer rights to the certificate holder in lieu of s	ie polic uch en	cy, certain po dorsement(s)	olicies may : ).	require an endorsemen	t. As	tatement on		
	DUCER Gibson Insurance Agency, LLC	CONTACT Claudine Gibson							
	PO Box 1412	PHONE (A/C, No, Ext): 828-479-3369 (A/C, No): 828-479-4198							
	Robbinsville NC 28771	E-MAIL ADDRESS: Gibsonins@gmail.com							
		INSURER/S) AFFORDING COVERAGE NAIC #							
		INSURER A : Travelers Property Casualty Co of America 561730							
INSU		INSURER B:							
	873 GLADDENS CREEK ROAD ROBBINSVILLE NC 28771	INSURER C:							
	HODDINGTIEEE NO 20//	INSURER D:							
		INSURER E:							
		INSURER F:							
	/ERAGES CERTIFICATE NUMBER:				REVISION NUMBER:				
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INSR LTR	TYPE OF INSURANCE ADDL SUBR WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S			
	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE DAMAGE TO RENTED	\$	i shinaidhidhidh i taga uic so-lic o sacaisignaí manna - mairicis a		
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Α	WORKERS COMPENSATION 6JUB-8H13048-9-17		06/01/2017	06/01/2018	PER OTH-		·		
	ANYPROPRIETOR/PARTNER/EXECUTIVE (\$2.7)				E.L. EACH ACCIDENT		00,000		
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE		00,000		
·	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000		
		:							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  Contract ID: DN11749751									
<u></u>	NTELOATE HOLDED	CANOTILATION							
CEF	RTIFICATE HOLDER	CANCELLATION							
	OOT Webster Road ra, NC 28779	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
		Claudine Gibson AUANU Sisson 05/01/2018							

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