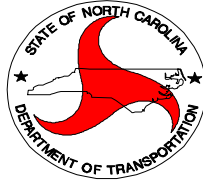


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION FOUR

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**DATE AND TIME OF BID OPENING:**                      **APRIL 1, 2014 at 2:00 PM**

**WBS**    **4.103313, 4.104233, 4.106433, 4.106413**

**COUNTY**                                      **EDGECOMBE, HALIFAX & NASH**

**ROUTE NO.**                                  **VARIOUS**

**TYPE OF WORK**    **LANDSCAPE MOWING AND PLANT BED WEED CONTROL**

\_\_\_\_\_  
**NAME OF BIDDER**

\_\_\_\_\_  
**ADDRESS OF BIDDER**

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**PROPOSAL FOR THE CONSTRUCTION OF**

**4.103313, ETC.**

**IN EDGECOMBE, HALIFAX, & NASH COUNTY  
NORTH CAROLINA**

**APRIL 1, 2014**

**DEPARTMENT OF TRANSPORTATION,**

**WILSON, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as 4.103313, Etc.; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, and the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with the 2012 Standard Specifications for Roads and Structures by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete 4.103313, ETC. in Edgecombe, Halifax & Nash County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Division Engineer 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 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 any item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

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## **Project Special Provisions**

### **GENERAL:**

This contract is for Landscape Mowing and Plant Bed Weed Control around highway plant beds in Edgecombe, Halifax and Nash Counties, as well as other pay items as shown. The contract proposal includes work in all three (3) counties and cannot be divided into individual county bids.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures January 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

The date of availability for this contract will be **April 14, 2014**.

Completion date for this contract is **October 31, 2014**.

All work for the 2014 season must be completed by October 31, 2014. If the term of the contract is extended, the date of availability in succeeding years will be April 1 of each additional year.

### **Liquidated damages shall be \$100.00 per calendar day for:**

1. failure to maintain locations in the agreed-upon order each cycle;
2. failure to maintain in a continuous and uninterrupted manner during each cycle;
3. maintenance during unauthorized times;
4. failure to complete any cycle within the 14 day limitation;
5. failure to not complete a cycle by the last day of any month (in this case, the Contractor would proceed to finish the cycle after the last day of the month and liquidated damages would continue to accrue);
6. failure to perform litter removal;
7. any other breach of contract conditions.

### **TERM OF THE CONTRACT**

The Contractor shall submit his bid for the current contract time period. At the option of the Department, this contract may be extended for two (2) additional periods with availability and completion dates as described above. The unit bid prices will be increased by three (3) percent for each extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing sixty (60) days prior to the end of the contract term if the contract may be extended. The Contractor must notify the Engineer in writing within fourteen (14) days of his acceptance or rejection of this

offer. Failure on the part of the Contractor to reply will be received as a rejection of the contract extension.

**COOPERATION BETWEEN CONTRACTORS:**

(7-1-95)

SPI G133

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

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

**GIFTS FROM VENDORS AND CONTRACTORS:**

(12-15-09)

107-1

SPI G152

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

- (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.

**LIABILITY INSURANCE:**

(5-20-14)

SPI G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.



**EMPLOYMENT:**

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

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

**STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

**NOTIFICATION OF OPERATIONS:**

The Contractor shall notify the Engineer at least twenty four (24) hours in advance of beginning work on each cycle. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection, or acceptance testing required.

**HOURS OF WORK**

The Contractor’s operations will be restricted to daylight hours and no work may be performed on Saturdays, Sundays and/or legal State holidays unless otherwise approved by the Engineer. Work shall only be performed when visibility conditions allow safe operations. Workers shall wear orange safety vests, safety shoes, and adhere to all OSHA requirements.

**SAFETY VESTS:**

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

**SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications. The Contractor will not be permitted to sublet more than 50% of the total contract amount. Subletting of the herbicide application component of this contract will not be allowed.

**SUPERVISION BY CONTRACTOR**

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

The supervisor is required to have a valid and current North Carolina Commercial Ground applicator Pesticide License with a Right-of-Way sub-classification issued by the NCDA&CS in the supervisor's name, throughout the term of this contract. Any supervisor that fails to maintain a valid license shall be replaced immediately.

The supervisor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage and disposal of pesticides and fully comply with all such laws and regulations.

The Contractor shall not replace the supervisor without prior approval by the Engineer.

**INSPECTION**

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

**CHANGE ORDERS**

All questions or requests for extra compensation based on changed working conditions should be addressed to the Engineer before construction takes place. The Contractor is directed to coordinate work through the office of the Engineer.

**PAYMENT INTERVALS**

The Contractor may submit a request for payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of payments will be based on the work accomplished and accepted, according to the provisions of this contract.

When the request for payment is made by Contractor's Invoice, the Invoice shall be submitted to:

North Carolina Department of Transportation  
Attention: Tim Robbins, Division Roadside Environmental Engineer  
P.O. Box 3165  
Wilson, NC 27895

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction.

### **TRAFFIC CONTROL AND WORK ZONE SAFETY**

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

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists. The Contractor shall not close or block any lane of traffic during the life of this contract. In general, eight (8) signs, 48"x48", with black letters and orange background, will be required. There are to be an equal quantity of signs bearing these messages:

ROAD WORK AHEAD" (placed prior to the beginning of the work zone) and "END WORK ZONE" (placed at the end of the work zone).

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.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

No additional compensation will be provided for meeting the requirements of this section on "Traffic Control, Work Zone Safety" as these requirements will be considered incidental to other contract bid items.

**PROJECT SPECIAL PROVISIONS**  
**LANDSCAPE MOWING AND PLANT BED WEED CONTROL**

**LANDSCAPE MOWING AND PLANT BED WEED CONTROL (CYCLES)**

One cycle constitutes the completion of all required mowing and plant bed weed control in all three (3) counties as described. The Contractor will notify the Engineer or the Designated Inspector prior to the beginning of the cycle and at the completion of each county during the cycle. The locations shall be maintained in the same order each cycle and shall be maintained in a continuous and uninterrupted manner from the time work begins on each cycle until the completion of each cycle. Cycles are estimated to occur every three to four weeks and limited to one cycle per month. Each cycle is to be completed within no more than 14 calendar days from beginning to end. Under no circumstances is the cycle to extend past the last day of any month. A minimum of two weeks shall elapse between cycles. The estimated number of cycles is seven, and cannot be increased unless approved by the Engineer. Each cycle will be paid for according to the contract unit bid price (per cycle) for "Landscape Mowing and Plant Bed Weed Control".

**ADDITIONAL MOWING AND PLANT BED WEED CONTROL**

Any maintenance required to be done which is not part of Landscape Mowing and Plant Bed Weed Control will be considered as Additional Mowing and Plant Bed Weed Control. Additional Mowing and Plant Bed Weed Control will be performed only when sites or areas are added as directed by the Engineer, and shall include "litter removal" as described in this proposal. Additional Mowing and Plant Bed Weed Control will be paid for according to the contract unit bid price (per acre).

**WEIGH STATION(S) GROUNDS MAINTENANCE**

The location of this separate pay item is at the Truck Weigh Stations (2 sites) along I-95 Northbound and Southbound near the Halifax/Nash County line (at Fishing Creek).

Frequency of work: Once per month during April and October and twice per month during May through September. During the months of April through October, the Contractor shall perform this grounds maintenance work during the regular "Landscape Mowing" cycle time period. During the months of May through September, the Contractor shall perform one (1) additional grounds maintenance work unit per month. At least 2 weeks (14 calendar days) shall elapse between each "Weigh Station(s) Grounds Maintenance" work unit.

Description of work: Each "Weigh Station(s) Grounds Maintenance" work unit (EACH) shall consist of (cumulative including both northbound and southbound sites).

1. Trash/litter removal prior to mowing
2. Mowing of all grassed areas at the Weigh Stations

The total acreage for both sites is estimated to be approximately 6.5 acres. The mowing limits will generally consist of all grassed areas between the edge of pavement next to the emergency paved shoulder of I-95 and the woods-line and between the main entrances and exits to and from the Interstate roadway. The exact limits of the mowing will be reviewed with the successful bidder, prior to mowing.

3. General edging of sidewalks, curbs, and other fixed objects with a string trimmer (weed eater)
4. Power blowing of clippings, etc. from all sidewalk and/or curb areas, to present a neat appearance. Pickup and properly dispose of all trash items that may be scattered by the power blower operation.

“Weigh Station(s) Grounds Maintenance” is a separate pay item and will be paid for according to the contract unit bid price per each work unit (EACH). Please note on the Bid Form that the estimated quantity for this pay item is twelve (12) EACH, calculated according to the frequency of work shown above. The quantity of work units for any given month may not be increased unless approved by the Engineer.

### **MOWING HEIGHT**

The mowing height for this contract shall be two (2) – three (3) inches giving the appearance of a lawn type finish. No mowing “streaks” or “paths” between mowing sites allowed unless specified and **all mowing clippings are to be discharged away from trees and bedding areas.**

### **MOWING EQUIPMENT**

The Contractor shall furnish fully-operated mowers sufficient to perform the work outlined herein. The Contractor must demonstrate to the satisfaction of the Engineer that the mowing equipment to be used in the work is in good working condition and suitable for performing the work required. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. Mowing equipment shall be equipped so as to conform to the prevailing Occupational Safety Health Act Standards. The contractor shall display his company name on each mower.

### **PLANT BED WEED CONTROL**

The Contractor shall maintain all plant beds in a weed free manner and the application of herbicides is a component of this contract. The contractor must maintain a valid pesticide license, issued by the NCDA & CS during the term of this contract.

Note: Any herbicide usage shall be by or under the direct supervision of a valid licensed Commercial Ground Applicator (currently licensed by the NCDA & CS) with a Right-of-Way sub-classification. The successful bidder shall provide names of the current license holders to the engineer prior to April 1, 2011. All herbicide products and rates shall be in accordance with the label and shall have been approved by the Engineer prior to beginning work.

Note: Application of herbicides by an applicator not licensed as specified above or without direct supervision of a licensed applicator as specified above, use of a product without prior approval or use of a product inconsistent with the label will result in liquidated damages and could be grounds for default of contract.

Note: The Engineer has the right to request copies of herbicide application records at anytime during the term of this contract.

### **LITTER REMOVAL**

The Contractor will remove and properly dispose of all trash and litter from the proposed mowing areas, as well as trash and litter within the mulched beds and mulched tree rings, prior to mowing on each mowing cycle at each location. Dispose of litter at an approved disposal site or landfill. No stockpiling of trash bags will be permitted on highway right of way.

### **BASIS OF ACCEPTANCE**

It is intended that the work will be completed in a neat and efficient manner. Gapped or rolled down, uncut areas will not be considered acceptable. Vegetation around fixed objects shall require hand trimming. Herbicides shall not be used to eliminate hand trimming around fixed objects.

### **METHOD OF MEASUREMENT**

The quantity of “Landscape Mowing and Plant Bed Weed Control” to be paid for will be the actual number of cycles maintained and accepted by the Engineer.

It is understood that during the course of the contract, locations may be added to or deleted from the contract as routes are added to or deleted from the State Highway System or other extenuating circumstances. It will be the responsibility of the Contractor to maintain or not maintain such locations as directed by the Engineer. In the case of locations added to the System, actual acreage will be used for measurement.

The quantity of “Additional Mowing and Plant Bed Weed Control” to be paid for will be the actual number of acres, measured along the surface of the ground, which has been maintained and accepted at the direction of the Engineer.

The quantity of “Weigh Station(s) Grounds Maintenance” to be paid for will be the actual number of work units (EACH) completed and accepted by the Engineer

**BASIS OF PAYMENT**

The quantity of landscape mowing and plant bed weed control, measured as provided above, will be paid for at the contract unit price per cycle for “Landscape Mowing and Plant Bed Weed Control”. Payment will be made for complete cycles only; no partial cycle payments will be considered.

The quantity of additional mowing and plant bed weed control, measured as provided above, will be paid for at the contract unit price per acre for “Additional Mowing and Plant Bed Weed Control”.

The quantity of Weigh Station(s) Grounds Maintenance, measured as provided above, will be paid for at the contract unit price per EACH work unit for “Weigh Station(s) Grounds Maintenance”.

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

Payment will be made to the Contractor on a monthly basis for work accomplished and accepted.

**MOWING LOCATIONS AND PLANT BED WEED CONTROL**

The following locations will require a six (6) foot mowing swath around all mulched trees rings and/or beds; bridge slope plantings will be mowed to the edge of pavement. In areas where the standard six foot pattern leaves less than six feet between mowed strip and edge of pavement, then expand the area to road edge. Please note exceptions. Bed areas indicated with an asterisk (\*) in the exceptions category will have weed control performed by NCDOT.

NUMBER	EDGECOMBE COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION AND WEED CONTROL PROVISION
33-01	US 64 BYPASS/US 64A/US 64 BUS. ( <u>EXIT 472</u> )- WAX MYRTLES, BURNING BUSH, WHITE TRIANGLE, TICK TOCK, YELLOW W/WHITE ACCENT DAYLILLIES, BRIDGE ENDS AND ALL QUADRANT PLANTINGS	600	
33-02	US 64 AT McNair Road/NC122 INTERCHANGE (EDGECOMBE COMMUNITY COLLEGE <u>EXIT 484</u> ) DAYLILLIES (YELLOW) NICKS PHITZER JUNIPER AND OTHER QUADRANT PLANTINGS	225	
33-03	US 64 AT US 258 ( <u>Exit 485</u> )INTERCHANGE NEAR TARBORO ALL 4 BRIDGE SLOPES PLUS PLANTINGS IN QUADRANTS, BURNING BUSH, DAYLILLIES, (AZTEC GOLD), CREPE MYRTLES, ORNAMENTAL GRASSES, ETC	6660	See diagram # 33-03
33-04	US 64 AT NC 111 ( <u>Exit 486</u> ) PRINCEVILLE FOUR BRIDGE SLOPE PLANTINGS	387	
33-05	US 64 AT SHILOH FARM ROAD ( <u>Exit 488</u> ) FOUR BRIDGE SLOPE PLANTINGS	1355	
33-06	US 64 AT CHINQUAPIN ROAD ( <u>Exit 491</u> ) FOUR BRIDGE SLOPE PLANTINGS	1210	
33-07	US 64 AT NC 42 ( <u>Exit 494</u> ) FOUR BRIDGE SLOPE PLANTINGS	629	
33-08	US 64 AT NC 11 ( <u>Exit 496</u> ) FOUR BRIDGE SLOPE PLANTINGS	1258	



NUMBER	NASH COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION
64-01	US 64 FROM JUST WEST OF I-95 AT RED OAK INTERCHANGE @ <u>MM 463.4</u> TO JUST EAST OF 64 BUS. (SUNSET AVE.) @ <u>MM 466.9</u> CREPE MYRTLES, NELLIE STEVENS HOLLIES, WAX MYRTLES, JUNIPERS, DAYLILLIES, FOUR SMALL DAYLILLY BEDS IN I-95 <u>EXIT 138</u> NW AND SE QUADRANTS ETC.	104,386	Mow entire median to pavement
64-02	US 64 AT SR 1613 (WINSTEAD AVE: NASH GEN. HOSPITAL) ( <u>Exit 466</u> ) INTERCHANGE: JUNIPERS, FORSYTHIA, WILLOW OAKS, CREPE MYRTLES, DAYLILLIES	2973	
64-03	US 64 AT US 64 BUSINESS (BUCK LEONARD RD.) ( <u>EXIT 467</u> ) PLANTINGS ON SLOPE UNDER BRIDGE	1906	
64-04	US 64 BUS. FROM US 64 TO STONEY CREEK AT BUCK LEONARD ROAD ( <u>EXIT 467</u> ) ALL RAMP PLANTINGS	1000	
64-05	US 301 AT SUNSET AVE. INTERCHANGE PLANTINGS OF JUNIPER, DAYLILLIES, CREPE MYRTLES, ETC.	630	
64-06	US 64 AT US 301 ( <u>EXIT 468</u> ) INTERCHANGE- PLANTINGS IN ALL 4 QUADRANTS AND 4 BRIDGE SLOPES	1900	Mow from woods to road.
64-07	US 301 AT 301 BUSINESS NORTH-WIDE MEDIAN AREA NEAR BOWLING ALLEY, CREPES, DAYLILLIES, JUNIPERS, BRADFORD PEARS	5000	Mow to road in front of all beds and line of crepes and six foot behind. Six foot swath around other trees.
64-08	I-95 AT GOLD ROCK ( <u>EXIT 145</u> ) INTERCHANGE; 4 ELEAGNUS BRIDGE SLOPES AND OTHER ROWS OF ELEAGNUS, SYCAMORE TREES, AND CREPE MYRTLES	3872	See diagram #64-08
64-09	US 64 AT RED OAK EXIT ( <u>AT MM 462.8</u> ) NASH TECH; CANNAS AND DAYLILY BEDS	874	DOT Weed Control *
64-10	US 64 AT NC 58 (NASHVILLE EXIT @ <u>MM 458.5</u> ) DAYLILLY AND CREPES	433	See diagram #64-10 DOT Weed Control *
64-11	US 64 AT US 64 ALTERNATE (NASHVILLE INTERCHANGE EXIT @ <u>MM 457.3</u> )	3630	Mow entire median strip to pavement around beds. DOT Weed Control *
64-12	US 64 AT THE SR 1911 FLYOVER BRIDGE (@ <u>MM 453.9</u> )	4162	Mow entire median strip to pavement around beds. DOT Weed Control *
64-13	US 64 AT THE SR 1306 MOMEYER INTERCHANGE (@ <u>MM 453.1</u> )	3678	Mow entire median strip to pavement around beds. DOT Weed Control *

NUMBER	NASH COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION
64-14	US 64 AT NC 581 (SPRING HOPE INTERCHANGE @ <u>MM 450.5</u> )	3872	Mow entire median strip to pavement around beds. DOT Weed Control *
64-15	US 64 AT THE SR 1144 FLYOVER BRIDGE (@ <u>MM 449.9</u> )	3436	Mow entire median strip to pavement around beds. DOT Weed Control *
64-16	US 64 AT THE SR 1148 EASTERN FLYOVER BRIDGE (@ <u>MM 449.3</u> )	3146	Mow entire median strip to pavement around beds. DOT Weed Control *
64-17	US 64 AT SR 1148 WESTERN FLYOVER BRIDGE (@ <u>MM 448.3</u> )	4529	Mow entire median strip to pavement around beds. DOT Weed Control *
64-18	US 264 AT NC 581 INTERCHANGE NEAR BAILEY	7986	See diagram #64-18

NUMBER	HALIFAX COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION
42-01	I-95 AT NC 481 INTERCHANGE ( <u>EXIT 154</u> ); DAYLILLIES, NATCHEZ (WHITE) CREPE MYRTLES AND ORNAMENTAL GRASSES	1200	
42-02	I-95 AT NC 561 INTERCHANGE ( <u>EXIT 160</u> ); BURNING BUSH, PARSON'S JUNIPER, GOLD JAPANESE BARBERRY, DAYLILLIES, AND NATCHEZ (WHITE) CREPE MYRTLES IN ALL 4 QUADRANTS, BURFORDI HOLLY, NICKS JUNIPER, VARIGATED PRIVET ON BRIDGE SLOPES	1350	
42-03	I-95 AT NC 903 INTERCHANGE ( <u>EXIT 168</u> ); DAYLILLIES, NATCHEZ (WHITE) CREPE MYRTLES AND ORNAMENTAL GRASSES IN ALL 4 QUADRANTS	1250	
42-04	I-95 AT NC 125 INTERCHANGE ( <u>EXIT 171</u> ); BURNING BUSH, LIGUSTRUM, ABELIA, PARSON'S JUNIPER, GOLD JAPANESE BARBERRY, DAYLILLIES, AND CAROLINA BEAUTY CREPE MYRTLES IN ALL 4 QUADRANTS AND BRIDGE SLOPES	2050	MOW 12 FT PERIMETER AROUND WILDFLOWER BEDS IN QUADRANTS

\* **Prospective bidders are reminded that the square yardage shown in the tables above is only an estimate.** Bidders should make their own investigation of the actual sites during their process of formulating a bid price, in order to verify conditions, measurements, locations, etc.

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

(5-20-08)

Z-2

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

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

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

**STANDARD SPECIAL PROVISION****ERRATA**

(1-17-12) (Rev. 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:  **$W = LD\sqrt{P} + 148,000$**

**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.

**STANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

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

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

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

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

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## **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. The bid shall not be considered complete unless all forms included in this proposal are properly completed and/or executed as instructed. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet 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 total cost 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.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **The Proposal with the Bid Sheet Still Attached Shall be Placed in a Sealed Envelope and Shall Have Been Delivered to and Received in the Division Engineer's Office Located at 509 Ward Blvd. in Wilson by 2:00 PM on April 1, 2014.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**Quotation For Landscape Mowing – Edgecombe, Halifax and Nash Counties**

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

**J. Charles Cauley, PLS  
NCDOT  
PO Box 3165  
Wilson, NC 27895**

### **AWARD OF CONTRACT**

**The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible 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.**

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**North Carolina Dept. of Transportation Bid Form**

**LANDSCAPE MOWING AND PLANT BED WEED CONTROL  
Edgecombe, Halifax, & Nash County**

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	LANDSCAPE MOWING AND PLANT BED WEED CONTROL	7	CYCLE		
2	SP	ADDITIONAL MOWING AND PLANT BED WEED CONTROL	5	ACRES		
3	SP	WEIGH STATION(S) GROUNDS MAINTENANCE	12	EACH		

***TOTAL BID FOR PROJECT:*** \_\_\_\_\_

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Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_

President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

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

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Partnership

\_\_\_\_\_  
Address as Prequalified

By

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Partner

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

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

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION  
JOINT VENTURE (2) or (3)**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(3) \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (for 3 Joint Venture only)

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness or Attest By Signature of Contractor

\_\_\_\_\_  
Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*

NOTARY SEAL

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY SEAL

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Contractor, Individually

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

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

Contract No. \_\_\_\_\_

Rev. 4-19-11

County \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

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

## DEBARMENT CERTIFICATION

### Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the 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.

### DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

**Contract No: 4.103313, Etc.**

**County: Edgecombe, Halifax & Nash**

**ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION**

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**Division Four Project Manager**

---

**Date**

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## CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

Bidders shall supply a minimum of six (6) references covering work experience on a contract basis, related to grounds maintenance services. These references are to include private firms and governmental agencies (federal, state, county, city, etc.) which this business has provided services for within the last three (3) years, or longer if necessary to attain the required number of references. If Contractor is unable to supply six (6) references, an explanation shall be given.

1. Agency or Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance  
Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Dates of Contract: \_\_\_\_\_
  
2. Agency or Firm Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance  
Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Dates of Contract: \_\_\_\_\_

3. Agency or Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Acres of Grounds Maintenance

Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings

Man Hours of Service Provided Per Week: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Dates of Contract: \_\_\_\_\_

4. Agency or Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Acres of Grounds Maintenance

Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings

Man Hours of Service Provided Per Week: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Dates of Contract: \_\_\_\_\_



5. Agency or Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Acres of Grounds Maintenance

Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings

Man Hours of Service Provided Per Week: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Dates of Contract: \_\_\_\_\_

6. Agency or Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Type of Facility: \_\_\_\_\_

Acres of Grounds Maintenance

Performed: \_\_\_\_\_ Lawn \_\_\_\_\_ Plantings

Man Hours of Service Provided Per Week: \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Dates of Contract: \_\_\_\_\_

**BIDDER'S (INDIVIDUAL'S NAME) CURRENT NCDA PESTICIDE  
LICENSE**

Bidder (individual's name) shall place current license on this sheet and make a copy for submittal.

US 258/64  
AT TARBORO

Diagram  
# 33-03

N

Tarboro →

US 64

30

35

US 258

New Bed

MOW

MOW

MOW

MOW

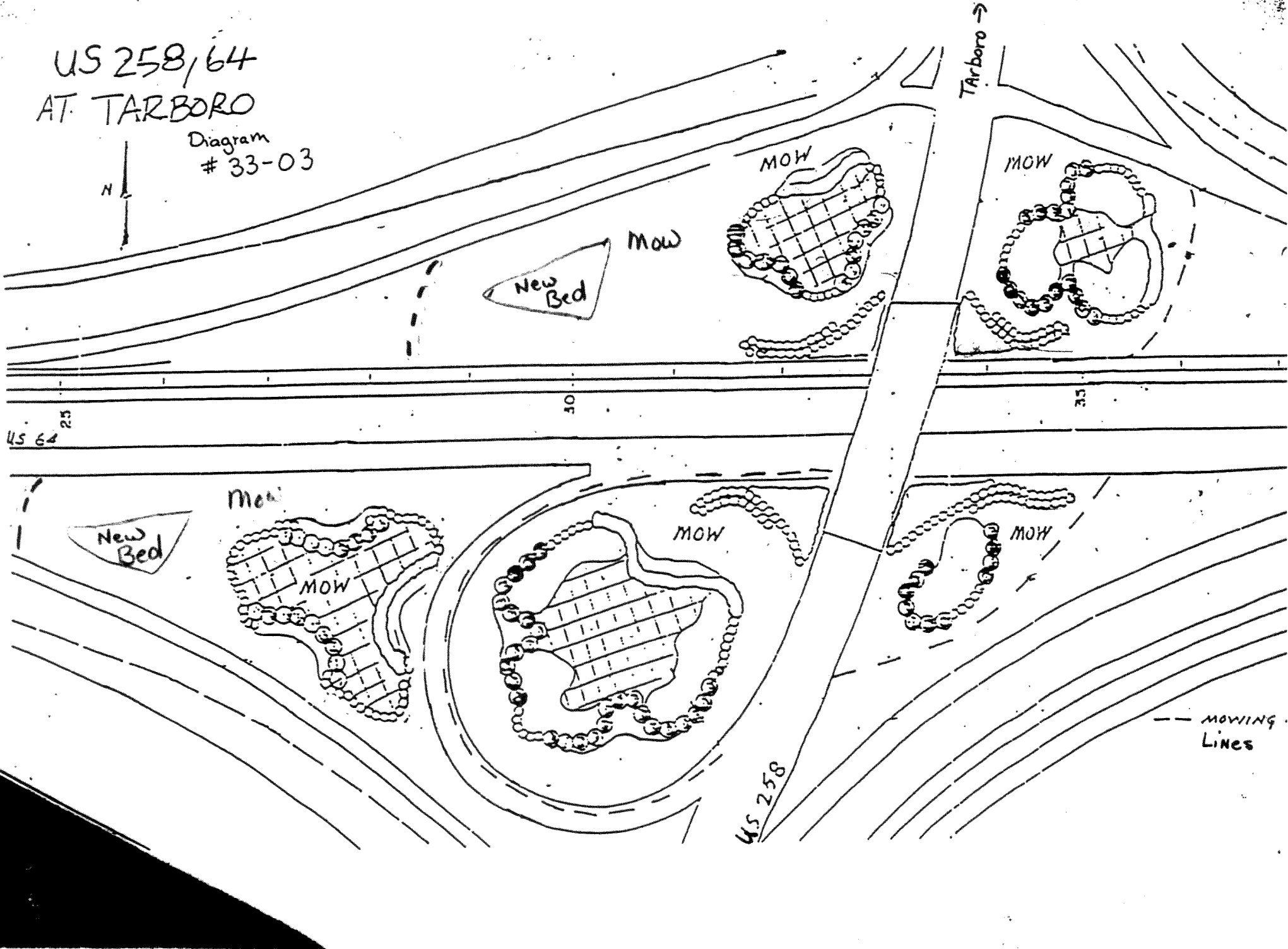
New Bed

MOW

MOW

MOW

MOWING  
LINES

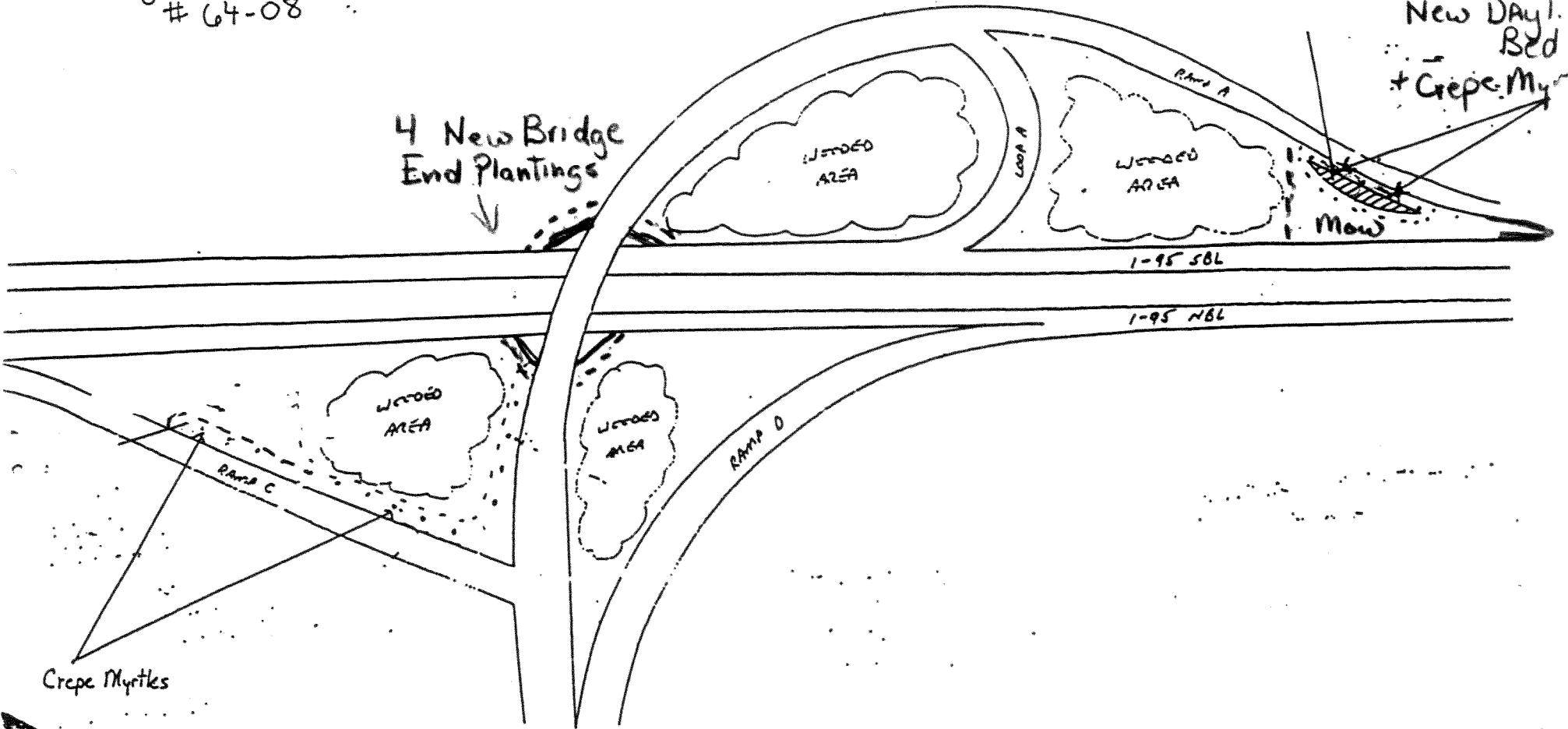


I-95 at Gold Rock Interchange

Diagram  
# 64-08

4 New Bridge  
End Plantings

New Dayl.  
Bed  
+ Crepe Myrtle



SCALE 1" = 200'

US 64 at NC 58 Interchange

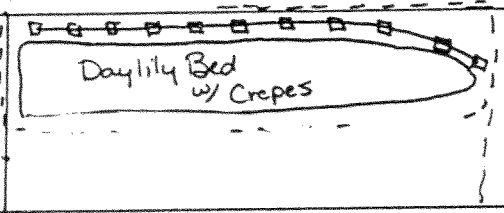
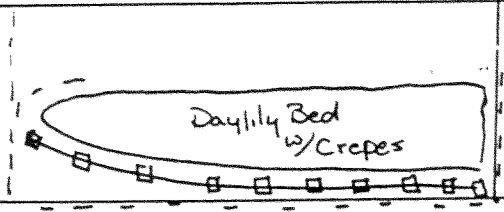
Nash Co

Diagram

#

64-10

← US 64 W



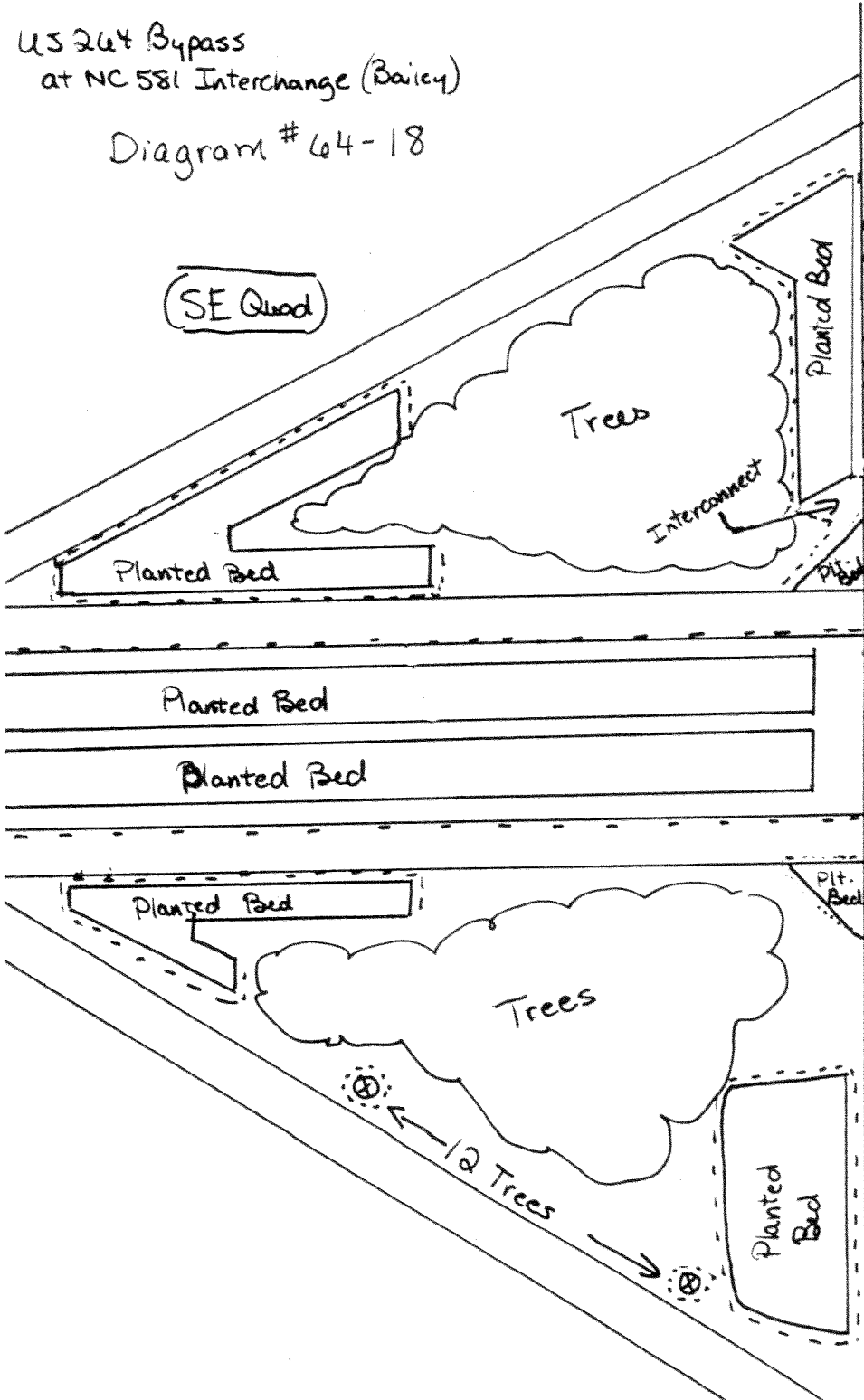
US 64 E →

NC  
58  
to  
Nashville

US 264 Bypass  
at NC 581 Interchange (Bailey)

Diagram # 64-18

SE Quad



SW Quad

