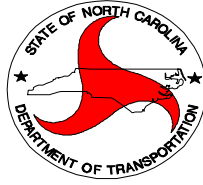


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION FOUR

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

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

WBS **4.105113, 4.105133, 4.109613, 4.109813, 4.109833**

COUNTY **JOHNSTON, WAYNE & WILSON**

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

4.105113, ETC.

**IN JOHNSTON, WAYNE & WILSON 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 4.105113, 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 4.105113, ETC. in Johnston, Wayne & Wilson 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).

DMV (CDL) TEST SITE GROUNDS MAINTENANCE

The location of this separate pay item is at the CDL Test Site (1 site) along US 301 Southbound, at Wilson, NC, across from the Fairgrounds.

Frequency of work: Once per month during April through October. During the months of April through October, the Contractor shall perform this grounds maintenance work during the regular “Landscape Mowing” cycle time period.

Description of work: “DMV (CDL) TEST SITE Grounds Maintenance” work unit (EACH) shall consist of:

1. Trash/litter removal prior to mowing
2. Mowing of all grassed areas at the CDL Test Site
The total acreage for the site is estimated to be approximately 0.8 acre. The exact limits of the mowing will be reviewed with the successful bidder, prior to mowing.
3. General edging of curbs and other fixed objects with a string trimmer (weed eater)

4. Power blowing of clippings, etc. from all pavement 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.

“DMV (CDL) Test Site Grounds Maintenance” is a separate pay item and will be paid for according to the contract unit bid per each work unit (EACH). Please note on the Bid Form that the estimated quantity for this pay item is seven (7) 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.

LANDSCAPE MOWING OF THE DIVISION FACILITIES IN WILSON

The location of this separate pay item is at the Division Office Yard at 509 Ward Blvd, Wilson, NC, 27895 and the Division 4 Annex Yard at 490 Ward Blvd, Wilson, NC 27895 (2 sites).

Frequency of work: Once per week during April through October.

Description of work: “Landscape mowing of the Division Office yard in Wilson” work unit (EACH) shall consist of:

1. Trash/litter removal prior to mowing
2. Mowing of all grassed areas at the Division Office yard Site
The total acreage for the site is estimated to be approximately 2.3 acres. The exact limits of the mowing will be reviewed with the successful bidder, prior to mowing.
3. General edging of curbs and other fixed objects with a string trimmer (weed eater)
4. Power blowing of clippings, etc. from all pavement 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.

“Landscape Mowing of the Division Facilities in Wilson” is a separate pay item and will be paid for according to the contract unit bid per each work unit (EACH). Please note on the Bid Form that the estimated quantity for this pay item is thirty (30) 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. The quantity of work units may be decreased by the Engineer during times of exceptionally dry or adverse weather conditions

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	JOHNSTON COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION AND WEED CONTROL PROVISION
51-01	US 301 AT KENLY. ALL PLANTINGS IN MEDIAN AT TOBACCO MUSEUM AND SIDEWALK TURF AND TREE PLANTINGS FROM TOBACCO MUSEUM TO SOUTH OF I-95 BRIDGE.	SIDEWALKS 1100 MUSEUM 2367	On both sides of US 301, mow all turf from sidewalk to gutters from Chevrolet dealer to I-95. Mow entire median surrounding plant beds.
51-02	US 301 AT KENLY. ALL PLANTINGS AT I-95 INTERCHANGE. INCLUDES PLANTED TREES ON SOUTH SIDE OF BRIDGE	I-95 INTER- CHANGE 4044	Mow bridge ends to roadway. Mow NE quadrant ramp corner to roadway. Mow entire area in front of Moore's BBQ and Nick's Pizza. Mow to roadway on NBL exit ramp from first blue sign to third blue sign.
51-03	I-95 AT SELMA INTERCHANGE (EXIT 98) ALL PLANTINGS INCLUDING BRADFORD PEARS, DAYLILLIES, JUNIPERS, ETC.	4460	Mow all corner plantings to roadway. Mow area behind ditch near guardrail on NW side to corner bed.
51-04	I-95/US 70 BYPASS (EXIT 97) BRIDGE END PLANTS PLUS TREE PLANTINGS IN ALL 4 QUADRANTS. 80 REGAL RED CREPE MYRTLES, 21 BRADFORD PEARS, 12 VARIGATED PRIVET, 124 PARSONS JUNIPER, 64 VARIGATED PARSONS JUNIPER, 10 PHOTENIA, 94 DWARF RED CREPE MYRTLES	5193	Interconnect the crepes on the I-95 NBL Exit Ramp to the daylily bed in the SE Quadrant from the first tree to tenth tree on the left side of the ramp * DOT weed control on large daylily beds SE quad
51-05	US 70 BYPASS FLYOVER NBL 2 (TWO) SLOPE PLANTINGS NBL	200	
51-06	I-95/US 70 BUSINESS (EXIT 95) , 60 REGAL RED CREPE MYRTLES	1620	
51-07	I-95/BROGDEN RD. (EXIT 93), 35 CREPE MYRTLES ALONG RAMPS	875	
51-08	I-40 PLANT BEDS (DAYLILLIES, CREPE MYRTLES, ETC.) AT THE INTERCHANGES OF NC 42 (EXIT 312), NC 210 (EXIT 319), NC 242 (EXIT 325), NC 96 (EXIT334). TOTAL OF FOURTEEN (14) PLANT BEDS.	11150	Mow 12' swath around entire perimeter of all beds, or to edge of pavement, whichever is less. Mow around level spreader BMP structure at the NC 42 quadrant nearest Burger King.
51-09	MM 312.7 EBL SHOULDER DAYLILY BED ON I-40 NEAR 1010 FLYOVER	1083	Mow from bed to edge of pavement.

NUMBER	WAYNE COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION AND WEED CONTROL PROVISION
96-01	US 117 BYPASS/US 117 BUS 16 WEEPING JAPANESE CHERRY TREES (NORTH SIDE OF BYPASS)	2881	Mow entire island.
96-02	US 70 BYPASS BETWEEN WILLIAMS ST. TO JUST W. OF SPENCE AVE. 200 NATCHEZ CREPE MYRTLES, 44 CHINESE ELM, 3 GOLDEN RAIN TREE, AND DAYLILLIES AT WILLIAMS STREET INTERCHANGE QUADRANTS	12607	Mow entire EBL and WBL shoulders from US 70 to either CA Fence or Service Rd. from near William St. to Ramps at Wayne Memorial Drive
96-03	US 70/WAYNE MEM. DR. INTERCHANGE- JUNIPERS, WAX MYRTLES, TREES IN QUADRANTS, DAYLILLIES, CHINESE ELMS, ETC.	5475	On SW quadrant where daylily bed is close to bridge end planting, mow area between them.
96-04	US 70/US 13 INTERCHANGE (BERKELY BLVD.) DAYLILLIES, WAX MYRTLES, PINES, JUNIPER, RIVER BIRCH	1616	Do not mow around the 37 trees planted on the four ramps.
96-05	US 70 FROM US 70 BUS. TO BERKELY BLVD. Shoulder planting Natchez Crepe Myrtle, Ligustrum, Nellie Stevens Holly	3520	Mow to ditch or six-foot swath, which ever is greater on EBL shoulder plantings. On WBL shoulder plantings, mow from shoulder to the front bed edge and to the fence at rear of beds.
96-06	US 70 E. OF GOLDSBORO NEAR THE BUTCHER SHOP. MEDIAN PLANTINGS OF DAYLILLIES WITH CREPE MYRTLES IN BED.	10899	Mow from bed edge to paved shoulder on US 70 and at paved crossovers. * DOT Weed Control

NUMBER	WILSON COUNTY DESCRIPTION	ESTIMATED SQUARE YARDS OF MOWING*	EXCEPTIONS TO THE SIX FOOT SWATH PROVISION AND WEED CONTROL PROVISION
98-01	I-95/US 264 (<u>Exit 121</u>): CREPE MYRTLES, ABELIA, AZALEA, WAX MYRTLES, DAYLILLIES (AZTEC GOLD, TAWNY)	3027	See diagram #98-01.
98-02	US 264 MEDIAN FROM LAMM RD. TO AIRPORT RD CREPE MYRTLES, LOREPETALUM, INK BERRIES, PRIVETT, DAYLILLIES)	46112	Mow entire median from Lamm Rd. to the end of the median near Airport Rd.
98-03	US 301-FROM DEAF SCH. TO GOLDSBORO ST. CREPE MYRTLES ON SHOULDERS.	6000	
98-04	US 264 E. AT NC 91 DAYLILLIES MIXED, 8 CREPE MYRTLES ON SHOULDER.	533	Mow entire area between roadway and bed and one swath behind bed.
98-05	WARD BLVD. FROM RALEIGH ROAD TO GOLD PARK-KWANZAN CHERRY TREES AND CREPE MYRTLES	6183	
98-06	US 264 AT US 264 ALTERNATE INTERCHANGE (<u>EXIT 36</u>) BRIDGE AND QUADRANT PLANTINGS. ABELIA, VITEX, SMOKETREE, CRYPTOMERIA, DAYLILIES ETC.	5760	Mow 6' on interior and exterior side of quadrant row serpentine plantings
98-07	US 264 AT I-95 INTERCHANGE EXIT 119 (<u>EXIT 38</u> ON US 264). BRIDGE SLOPE AND QUADRANT PLANTINGS. ABELIA, MAGNOLIAS, BALD CYPRESS, DAYLILIES, CREPE MYRTLES, ETC.	2666	Mow entire area in median from long edge of daylily bed to the edge of the paved shoulder.
98-08	US 264 BYPASS AT NC 42 INTERCHANGE (<u>EXIT 40</u>). BUTTERED POPCORN DAYLILLIES, NELLIE STEVENS HOLLIES, ABELIAS, NATCHEZ CREPE MYRTLES	3820	Mow 12' pattern around 2 daylily beds. Mow from slope planting corner to end of creek bridge guardrail on WBL shoulder east side of bridge. See diagram #98-08 *(DOT weed control on two large daylily beds)
98-09	US 264 BYPASS AT DOWNING STREET INTERCHANGE (<u>EXIT 42</u>). MARY TODD DAYLILLIES, NELLIE STEVENS HOLLIES, ABELIAS, NATCHEZ CREPE MYRTLES	5142	See diagram #98-09 *(DOT weed control on two large daylily beds)
98-10	US 264 BYPASS AT US 301 INTERCHANGE (<u>EXIT 43</u>). MARY TODD DAYLILLIES, ABELIAS, NATCHEZ CREPE MYRTLES	4023	See diagram #98-10

* **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 – Johnston, Wayne and Wilson 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
Johnston, Wayne & Wilson 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	DMV (CDL) TEST SITE GROUNDS MAINTENANCE	7	EACH		
4	SP	LANDSCAPE MOWING OF THE DIVISION OFFICE YARD IN WILSON	30	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: 4.105113, Etc.

County: Johnston, Wayne & Wilson

**ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION**

Division Four Project Manager

Date

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**4.105113, Etc.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: _____

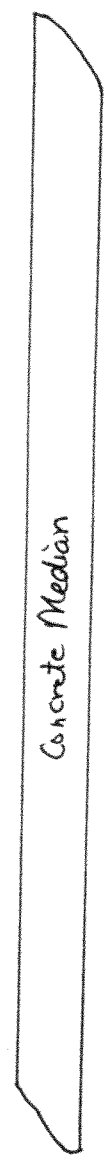
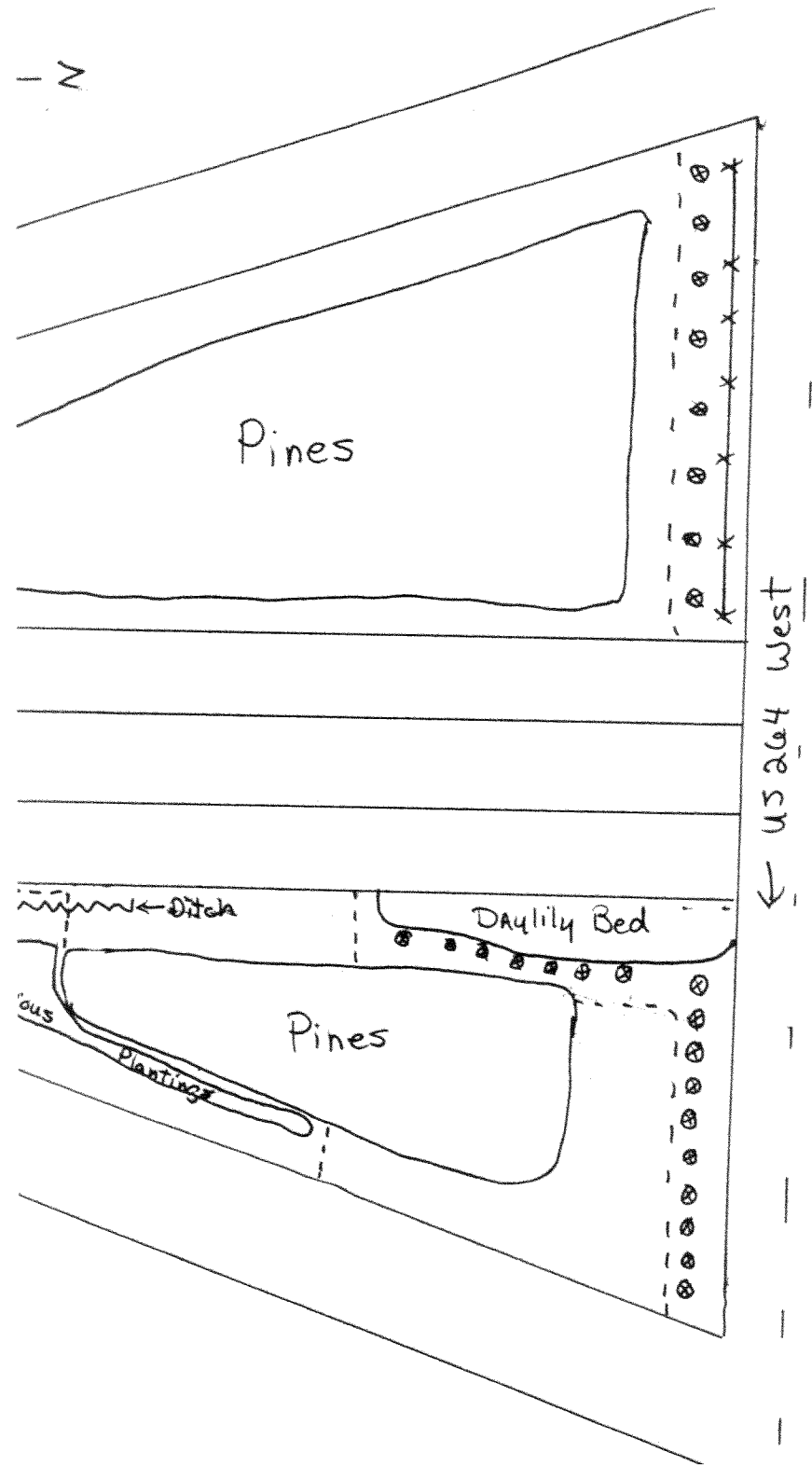
Length of Contract: _____

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.

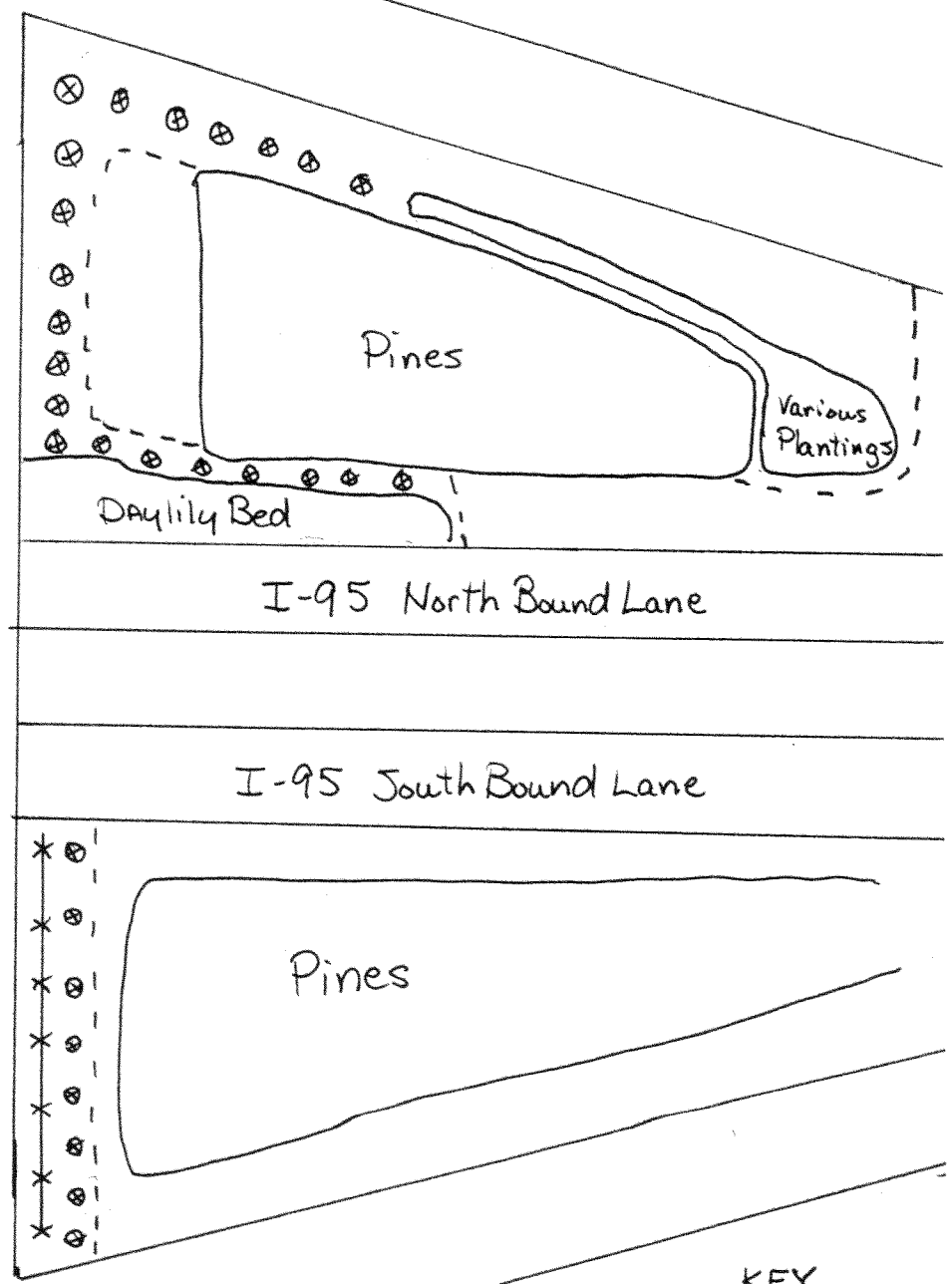
- 2



US 264 East →

Diagram #98-01

I-95/US 264 Interchange Exit 121

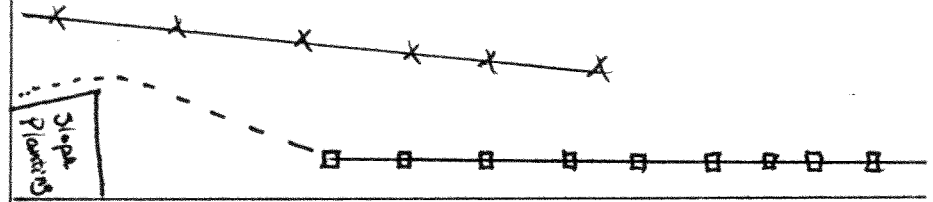


KEY

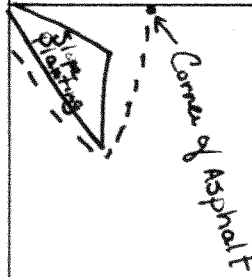
Mow Pattern	- - - - -
Crepe	→ ⊗ ⊗
Grass	x x x x

US 264 at NC42
Exit

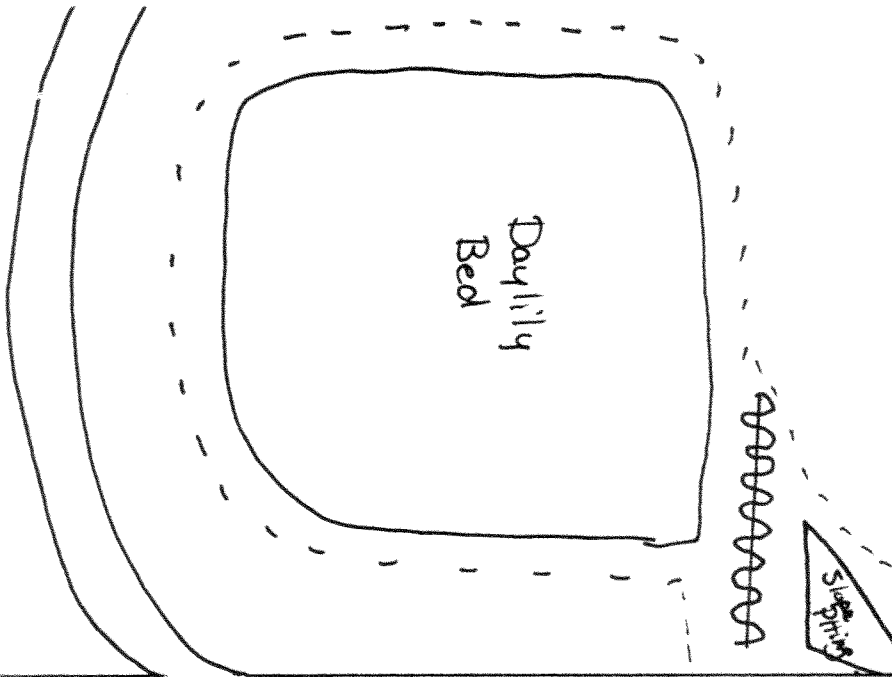
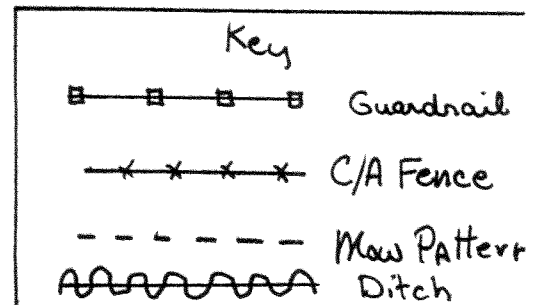
Diagram
#98-08



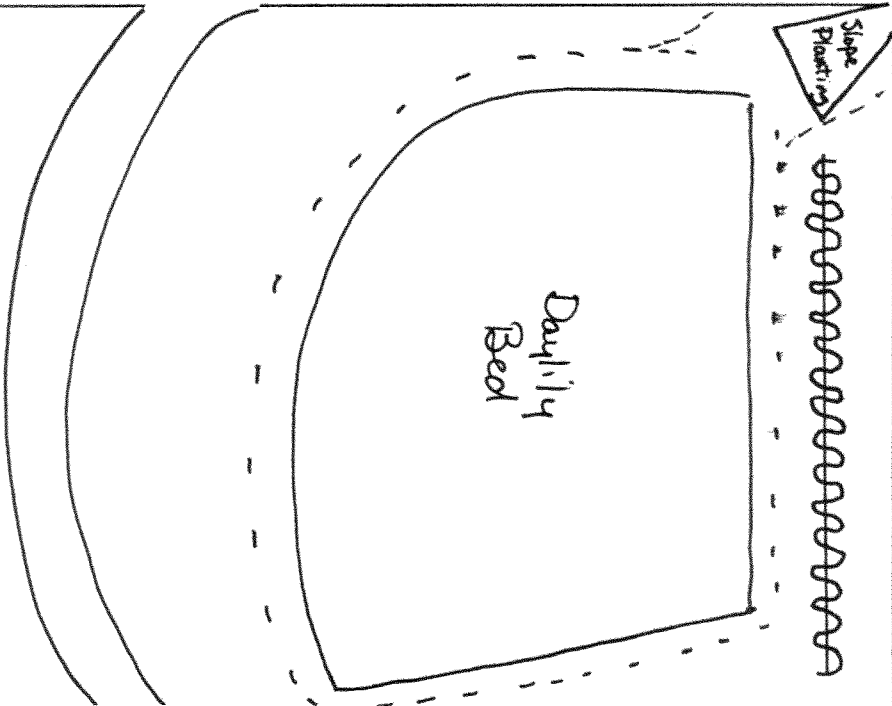
← 264 W



NC42



264 E →



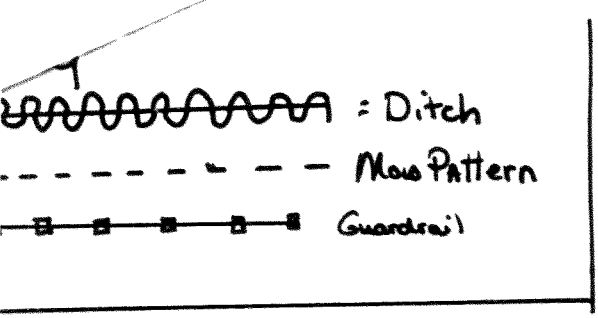
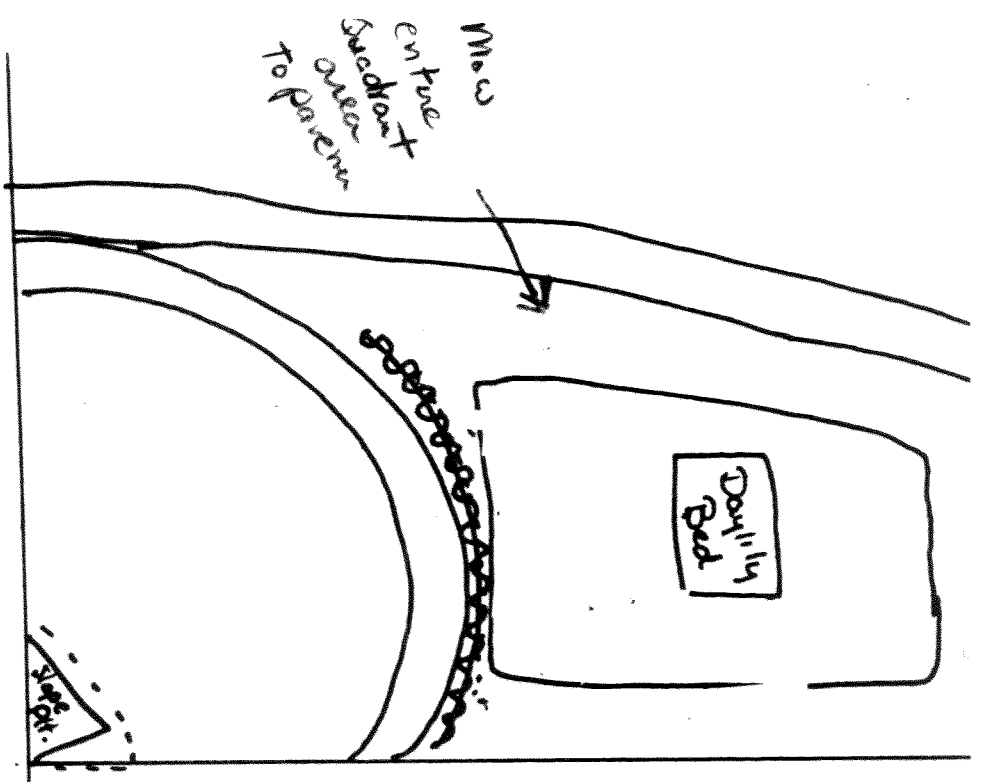
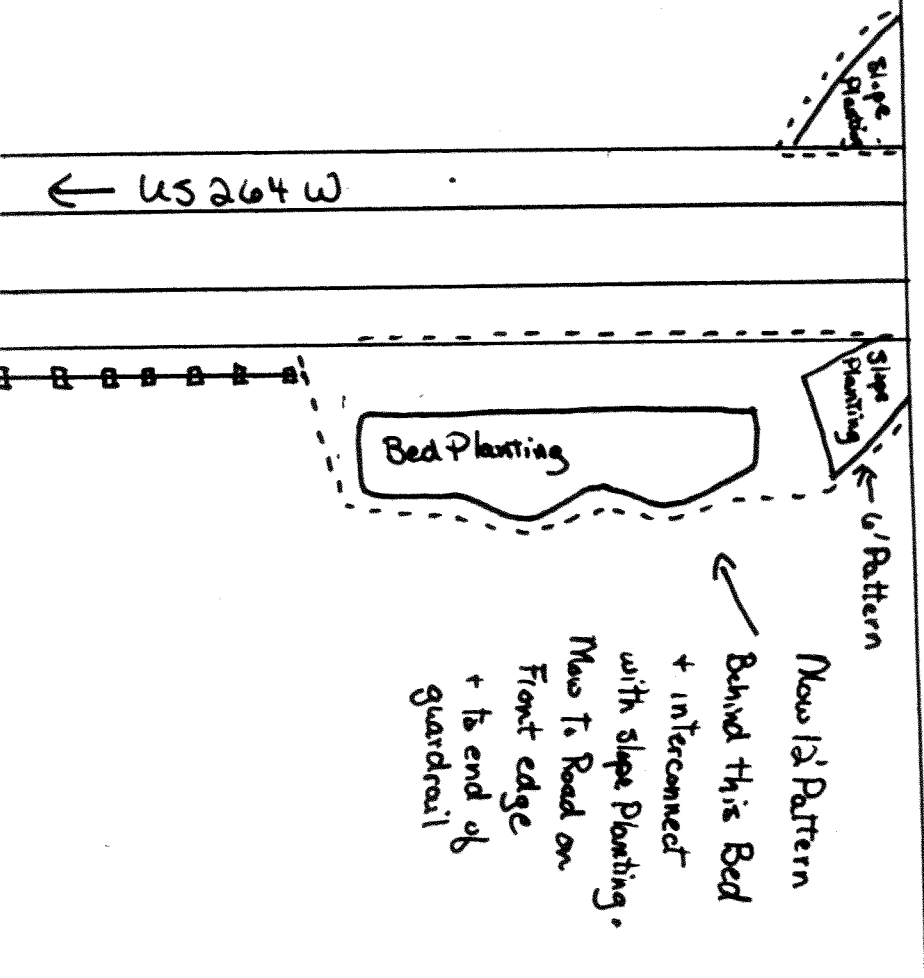
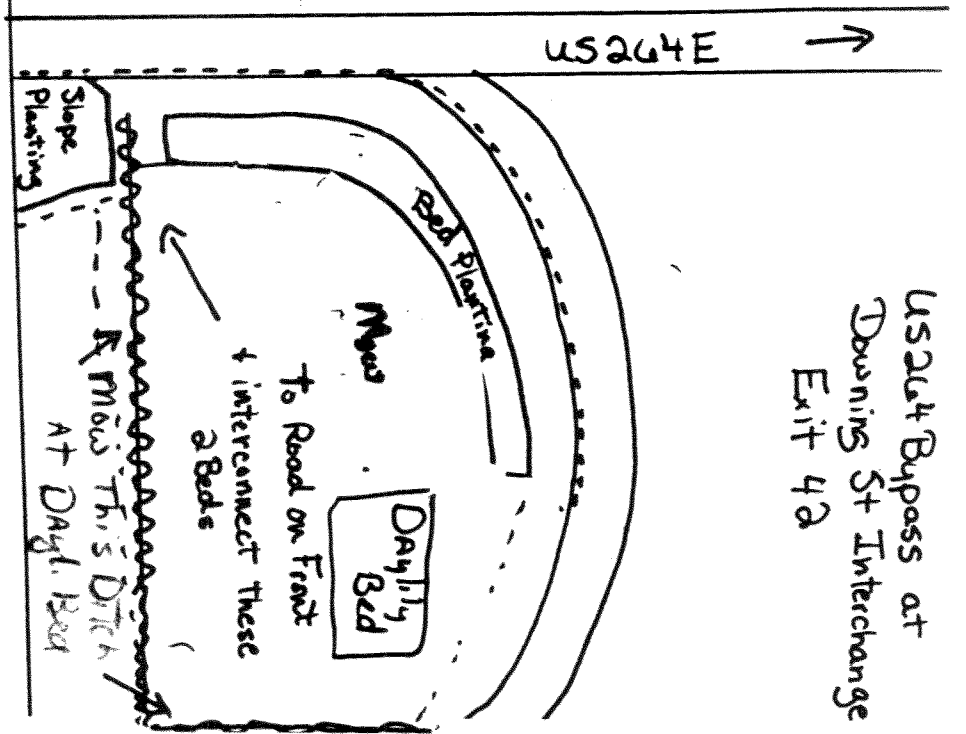


Diagram #98-09



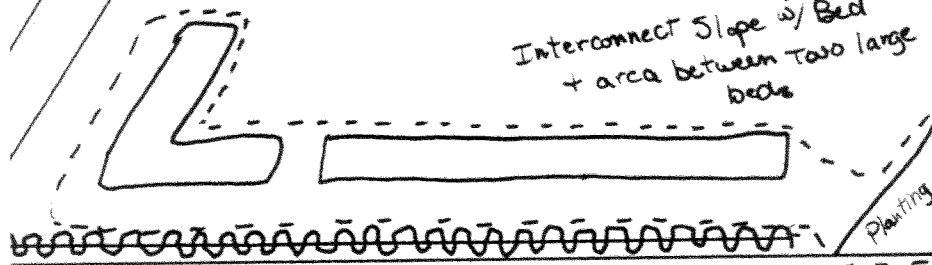
Downing St



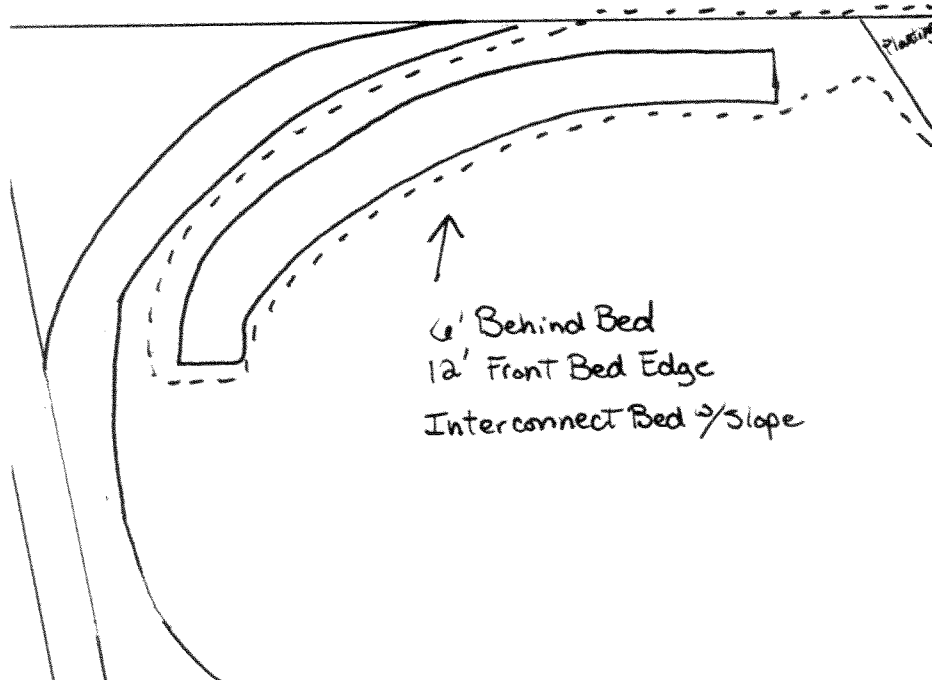
US 264 Bypass at Downing St Interchange Exit 4a

11 Crepe Myrtles → ⊕
 12 Nellie Stevens Hollies ← ⊕

6' Behind Bed
 to Crest of Ditch in Front
 (12' ±)
 Interconnect Slope w/ Bed
 + area between two large
 beds

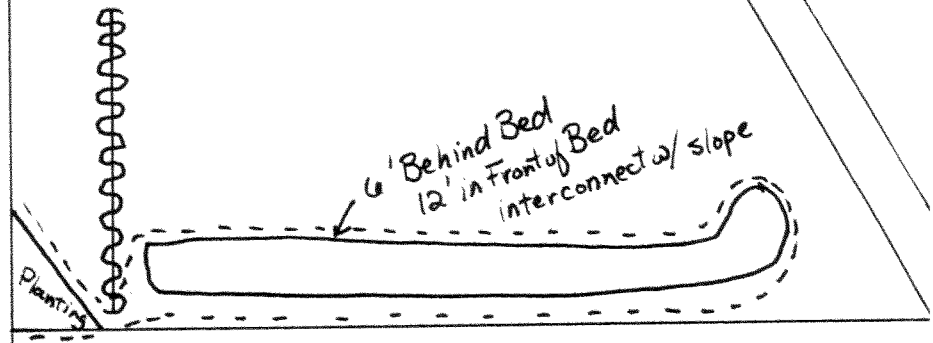


6' Behind Bed
 12' Front Bed Edge
 Interconnect Bed w/ slope

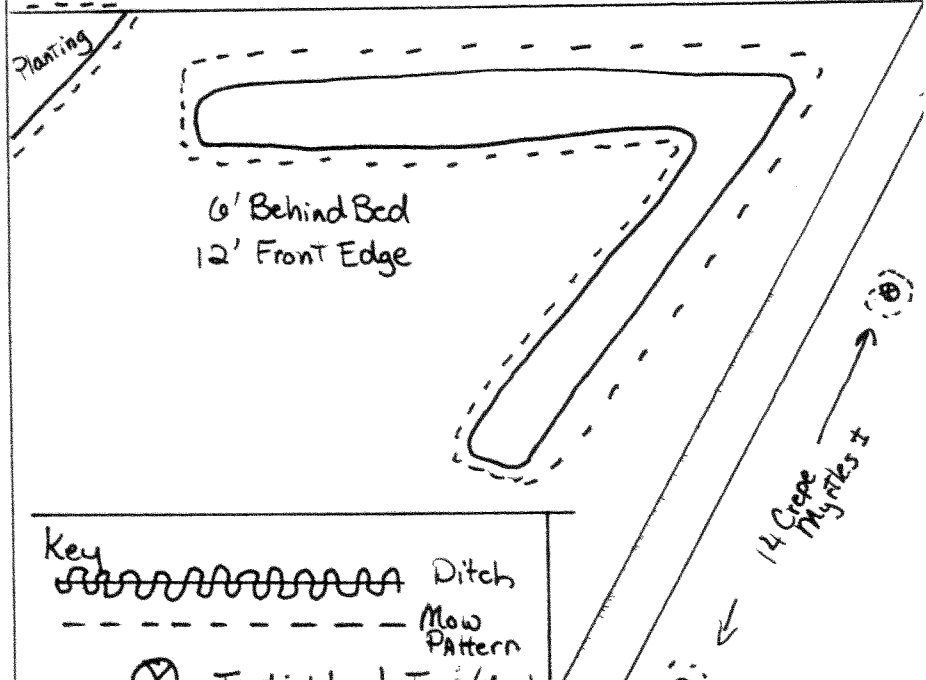


US 264 Bypass at
 US 301 Interchange
 Exit

Diagram
 #98-10



6' Behind Bed
 12' Front Edge



Key
 ~~~~~ Ditch  
 - - - - Mow Pattern  
 ⊕ Individual Tree

14 Crepe Myrtles