

**INVITATION FOR BIDS**

**CONTRACTING AGENCY:**

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
RALEIGH, NORTH CAROLINA**

**PERFORMANCE MAINTENANCE CONTRACT**

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**Proposals For:** Professional Landscape Plant Bed and Mowing Maintenance  
Various Landscape Plant Bed Sites along I-95 in Robeson County

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**MANDATORY PRE-BID CONFERENCE - ELIGIBILITY TO BID**

There will be a Mandatory Pre-Bid Conference held on [March 28, 2016 at 9:00 AM](#) at the Division Six Training Room at 558 Gillespie Street, Fayetteville, NC 28301. Vendors wishing to submit a bid must attend this conference. Proposals will only be accepted from Vendors that attend the Mandatory Pre-Bid Conference.

**NOTE: The Mandatory Pre-Bid Conference will begin promptly at 9:00 AM. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference and will therefore not be allowed to bid on this project. Bring a copy of the contract proposal to the pre-bid conference.**

Bidders are expected to read the proposal and make their own investigation of the sites prior to the conference. No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference. Please see additional information concerning the Mandatory Pre-Bid Conference including Eligibility to Bid requirements on pages 5 through 6.

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**BID OPENING**

Bids subject to the conditions made a part hereof will be received by the Division Six Proposals Engineer until **10:00 AM, April 6, 2016** and then publicly opened for furnishing the materials and services described herein.

Issuance of this Proposal does not constitute a commitment on the part of the NCDOT to award or execute a Contract. The Department retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the State.

The Bid Submittal Package and instructions are included in the Invitation For Bids.

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## **STANDARD SPECIAL PROVISIONS**

### **GENERAL**

#### **DESCRIPTION**

This project is for Professional Landscape Plant Bed and Mowing Maintenance for various sites along I-95 in Robeson County. For further description, see vicinity maps in this document.

#### **SCOPE OF CONTRACT**

Landscaped plant bed sites serve as an aesthetic focal point along North Carolina's highway transportation network. They provide color, texture, space definition, and other benefits enjoyed by the traveling public. In North Carolina, climatic conditions favor growing a wide variety of ornamental landscape plants and a rich palette of native plants. Careful management of these living assets is required to continue the heritage and maintain the value of this significant plant collection.

Landscape plant bed sites have been designed, constructed, and should be maintained in a manner that is aesthetically pleasing, that follows generally accepted environmental stewardship practices, protects the investment and enhances the ecosystem function. Plant bed sites shall be maintained to a consistent standard for maximum efficiency of resources.

The N.C. Department of Transportation (hereinafter referred to as "Department") is seeking the services of a Landscape Contractor or Grounds Maintenance Company to provide Professional Landscape Plant Bed and Mowing Maintenance consisting of but not limited to labor, supervision, equipment and supplies as specified herein.

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. Unless otherwise modified, all the 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.

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

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

These manuals may be found at the following websites:

<https://connect.ncdot.gov/resources/specifications/pages/specifications-and-special-provisions.aspx> and  
<http://mutcd.fhwa.dot.gov/>

**The quantities stated in the Bid Form are estimates and are not guaranteed.**

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

The date of availability for this contract will be May 1, 2016.

This project is to be awarded, if the award is to be made in the discretion of the Department, within thirty (30) days after the opening of bids.

The completion date for this contract is one (1) year from date of availability.

Extension of Contract: At the sole option and discretion of the contracting agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional periods, one (1) year each, (maximum of three (3) years total). Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, NCDOT reserves the right not to extend. The lump sum bid price will be increased for each one-year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if NCDOT chooses not to offer an extension.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department's Purchasing Office thirty (30) days prior to the expiration of the current contract.

### **MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW**

**Early arrival is strongly recommended, as latecomers will be disqualified from award for the contract covered by this pre-bid conference.**

In order for all prospective bidders to have an extensive knowledge of the project, all **prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:**

**Date:** March 28, 2016

**Time:** 9:00 AM

**Place:** Division 6 Division Training Room

**Location:** 558 Gillespie Street, Fayetteville, NC 28301

**County:** Cumberland

**Contact for Directions:** 910-486-1493

**NOTE: BRING A COPY OF THE CONTRACT PROPOSAL TO THE CONFERENCE. PROPOSALS WILL NOT BE PROVIDED. BIDDERS ARE EXPECTED TO READ THE PROPOSAL PRIOR TO THE CONFERENCE.**

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have. The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc. The Engineer will explain areas of responsibility, standards of performance and expected results.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be posted on the Division 6 Bid Letting website. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

### **MANDATORY PRE-BID CONFERENCE: ELIGIBILITY TO BID**

**All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:**

**Only contractors currently pre-qualified for NCDOT Work Code "001670 Landscape Planting" as a Prime Contractor by the Contractual Services Unit of NCDOT and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

**Only Bidders who have a current and valid North Carolina Ground Applicator Pesticide License, sub-classification in Right of Way Pest Control, issued by NCDA in Bidder's (an actual employee of the company) name and company name, at bid opening will be considered eligible to bid on this project.** A bid received from a Bidder who

does not have a current and valid license issued by NCDA (an actual employee of the company) will be rejected as an irregular bid and will not be considered for award. If the licensee is not the Bidder then proof must be given that the licensee is an actual employee of the company.

In addition, only Bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

1. The individual attending the Mandatory Pre-Bid Conference is a **full time employee of the company bidding on the project** and has **administrative/supervisory authority** over the work to be performed under **this contract**.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the pre-bid conference is completed.

## **PRE-QUALIFICATION**

Any firm that wishes to perform work on this POC as either the prime contractor or as a subcontractor must be pre-qualified for the type work they wish to perform (including but not necessarily limited to NCDOT Work Code “001670 Landscape Planting”). Any contractor identified as working outside their expertise may be considered in default of contract. Firms that wish to bid on these projects as the prime contractor must be pre-qualified as a POC Prime Contractor prior to submitting the bid. Firms that wish to perform as a subcontractor to the prime contractor must be pre-qualified prior to beginning work on the project.

Information regarding the requirements to become pre-qualified as a POC contractor, including the application to become pre-qualified, can be found at the following website: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

If unsure as to whether a firm is currently pre-qualified by NCDOT through Contractual Services Management, search the Directory of Transportation Firms at the following website: <https://apps.dot.state.nc.us/vendor/directory/>. Bids received from firms that are not pre-qualified as POC Prime Contractors through NCDOT Contractual Services Management will not be opened.

Bidders must renew their pre-qualification or re-qualify each year. It is the bidder’s responsibility to ensure that their existing pre-qualification status does not lapse prior to bid opening (or beginning work as a subcontractor). **Advance notification of pending renewal dates is not guaranteed.**

## **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division Six, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

## **PLAN, DETAIL AND QUANTITY ADJUSTMENTS**

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer. The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

## **CONTRACT BID QUANTITIES**

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

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

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

## **AWARD OF CONTRACT**

The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

All eligible proposals will be evaluated and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a "responsible" bidder. In determining whether a bidder is "responsible, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder's experience, ability of the Bidder and staff to perform the services required, Bidder's past performance, references, and Bidder's financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder's proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a "responsible" bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Department may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

## **PERFORMANCE GUARANTEE**

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment bond will be waived. In lieu of a contract performance bond, a performance guarantee will be required.

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

## **INSURANCE**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be

liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all of his employees employed at the site(s) of the project, in the amounts required by law. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show 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 stating that it has complied with N.C.G.S. § 97-93.

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

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall protect the Contractor whether such operations are done by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the



Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of service. In addition to proof of insurance, the Contractor's policy shall include provisions whereby the Insurance Company will notify NCDOT thirty (30) days prior to the policy being cancelled.

### **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. Any requests for subcontracting must be submitted in writing to the Engineer a minimum of thirty (30) days prior to the proposed implementation of the subcontract. Subcontracting the application of pesticides will not be permitted in this contract.

### **PERFORMANCE OF WORK**

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the North Carolina Department of Transportation as well as the safety and convenience of the public is the essence of the service.

### **NOTIFICATION OF OPERATIONS**

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

### **PROSECUTION AND PROGRESS**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

It is the intent of the Department that the Contractor's crew complete the work required on a site before beginning work at another site.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and legal State holidays unless approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations. Allowable work hours typically take place Monday through Friday from 9:00 a.m. to 4:00 p.m. while working on high volume roads. High volume roads will be determined by the Engineer.

### **TEMPORARY SUSPENSION OF THE WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

### **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 Traffic Control Plans, the Project Special Provisions, North

Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, 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.

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

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

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

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD) at all times while on the project.

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. The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

No direct payment will be made for providing signing and traffic control item(s), as the cost of same will be considered incidental to the work being paid for under those various pay item(s) that have been included.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with 107-21 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.

## **LAWS TO BE OBSERVED**

In accordance with 107-1 of the Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

In accordance with 107-14 of the Standard Specifications. The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

## **UTILITY CONFLICTS**

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

Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or their representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

## **DECLARATION OF DEFAULT**

The Department shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to perform the work; unsatisfactory performance of the work, failure to maintain satisfactory work progress, or failure to maintain a valid pesticide license. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## **CANCELLATION DUE TO AVAILABILITY OF ADEQUATE FUNDING**

Payments made on this contract are subject to availability of funds. The Department reserves the right to terminate this contract upon sixty (60) days' notice if funds become unavailable for this purpose.

In the event of termination, the Contractor shall be given a written notice of termination at least sixty (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.

## **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.

## **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available 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.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

## **WAGES AND CONDITIONS OF EMPLOYMENT**

In accordance with 107-22 of the Standard Specifications. The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

### **MINIMUM WAGES**

**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, State or Federal. It is the responsibility of the Contractor to keep fully informed of all Federal and State laws affecting the contract.

## **PROMPT PAYMENT**

Contractors at all levels, prime, subcontractor, or second tier contractor, shall within seven calendar days of receipt of monies, resulting from work performed on the project or services rendered, pay subcontractors, second tier subcontractors, or material suppliers, as appropriate. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic payment or final payment. These prompt payment requirements will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period.

This provision for prompt payment shall be incorporated into each subcontract or second tier subcontract issued for work performed on the project or for services provided. Failure of any entity to make prompt payment as defined herein may result in (1) withholding of money due to that entity in the next partial payment until such assurances are made satisfactory to this provision; or (2) removal of an approved contractor from the pre-qualified bidders list or the removal of other entities from the approved subcontractors list.

## **PAYMENT AND RETAINAGE**

The Contractor may submit requests for partial payments 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 partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

**Special Notes to the Contractor:** The Contractor shall contact NCDOT inspector to discuss and agree on all line items and quantities, before submitting your invoice. If Contractor submits invoice before this takes place, payment may be delayed or denied. The Contractor will have to provide pesticide/herbicide spray reports; failure to do so may cause a delay or denied payment. The Contractor shall be paid for all services satisfactorily rendered and accepted at one hundred (100%) percent for each of the line items listed for this contract at the end of the completion dates for this project.

Daily log sheets prepared in duplicate by the Division Roadside Environmental Engineer's representative (listing the dates, hours, descriptions, and locations of all work performed) must be signed by the Contractor or his representative before payment can be processed. Payment for hours worked will begin when the Contractor begins work at the job site. No payment will be made for travel to the first job site or from the last job site. Payment for travel between job sites will be included.

Payment for plant bed maintenance will be made at the contract unit price per hour for each applicable pay item.

Requests for payment shall be made by Contractor's Invoice. All invoice items and unit costs shall correspond to contract pay items as they appear on the Purchase Order. The Engineer shall verify the quantities submitted on the invoice prior to payment. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the Contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the Division Roadside Environmental Engineer's Office.

**N.C. Department of Transportation  
Roadside Environmental Office  
Attn: Keith Beverley  
P.O. Box 1150  
Fayetteville, NC 28302**

Invoices must be electronically scanned and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments, each invoice should have a unique Invoice Number. In addition, the invoice should be positively identified and associated with the Purchase Order including the Contract Number on the invoice.

Invoices shall not be processed for payment without the accompanying **FORM DBE-IS**. If there is no participation at the time of a planned pay request, enter "zero" or "no participation this period" and submit the form with the invoice.

## **GIFTS FROM VENDORS AND CONTRACTORS**

By Executive Order 24, issued in 2009, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 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.”

## **COOPERATION BETWEEN CONTRACTORS**

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

## **SITE INVESTIGATION AND REPRESENTATION:**

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

## **PLANT AND PEST QUARANTINES**

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

### **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.

## **PROJECT SPECIAL PROVISIONS**

### **DESCRIPTION OF WORK**

This project is for landscape plant bed maintenance and mowing around ornamental plant bed sites on the right of way of I-95 in Robeson County. The term site includes, but is not limited to, plant beds, individual trees and shrubs, turf, and undeveloped areas [to site boundaries, including edge of pavement as shown on attached Vicinity Maps](#).

This proposal is subject to the *2012 Standard Specifications for Roads and Structures*. Specifically, but not limited to, Section 1060 - Landscape Development Materials, and Section 1670 – Planting.

### **GENERAL**

The contractor shall provide all materials, labor, equipment and traffic control necessary to satisfactorily complete all landscape plant bed and mowing maintenance as required by the contract, plans and specifications and all other work identified by the Engineer or his/her representative.

Work shall include but is not limited to: edging of plant beds, hand weeding, pruning, fertilization, applications of post-emergence and pre-emergence herbicides, pesticides for weeds and plant pests, repair of plant beds, removal of dead plant material, guying or staking, pruning of trees/shrubs and native grasses, and mulching of plant beds. Work also includes mowing, line/blade trimming, and litter/debris pick-up within the site boundaries. Work may also involve the transplanting of small trees, shrubs, perennials, etc. from nurseries or between plant beds as directed by the Engineer. All work shall be performed as specified and as directed by the Engineer or by his/her representative.

The contractor shall use sound and established horticultural procedures such as fertilizing, pruning, mulching, etc. for maintaining the existing plant bed sites selected for maintenance by the Engineer.

The Contractor shall conduct the operation in such a manner to prevent injury to desired species. If the contractor damages or significantly injures any of the established plant material on this project such as, but not limited to: (pesticide damage or line trimming/mowing). The Contractor will be required to replace the plant at same size and height as the original species at his or her cost. Such damage or injuries shall be determined by the Engineer or his/her representative. Any damage to adjacent vegetation, shoulders, medians, lawns, fences, signs, paved areas, or other facilities shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no cost to the Department.

All trimmings, brush and other vegetative material produced by the maintenance operation shall be shredded and disposed of by the Contractor as directed by the Engineer. All other trash shall be disposed of at the Contractor's expense at an approved public landfill.

Contractor will not be permitted to perform mowing operations without also performing plant bed maintenance operations.

Any work performed in an unsatisfactory manner may be basis for cancellation of the contract.

The Contractor is required to have a valid North Carolina Ground Applicator Pesticide License with Right of Way pest control sub-classification, issued by the NCDA, in Contractor's (an actual employee of the company) name and the company name, throughout the term of this contract. Failure of the Contractor to maintain a valid license shall be considered default of this contract.

The Contractor 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.

### **PERSONNEL**

The Contractor shall provide sufficient qualified and trained personnel capable to satisfy all the requirements of this



contract at all times. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions.

Employees shall be trained in proper grounds maintenance procedures. Operators shall be skilled in the operation of the equipment prior to use. The Contractor shall be responsible for employees during the performance of the contract. The Contractor's foreman shall be subject to the directions of the Engineer. While on duty, Contractor's personnel shall work consistently on the duties as described herein. At least one (1) English speaking employee shall be on site at all times.

One crew supervisor and 1 to 4 workers shall be provided, as directed by the Engineer.

**Failure to provide proper manpower may result in cancellation of this contract.**

All personnel shall adhere to all OSHA guidelines and personnel shall wear vision and hearing protection as required. All personnel shall wear an ANSI compliant class III orange safety vest, work boots, working gloves, and shirts with sleeves and long pants,.

Contractor's staff shall not cross the highway either on foot or on equipment. Travel to and from the site and travel from one site to another, shall be by vehicle and must comply with all applicable laws, including crossing at an interchange, and not the median. All staff shall wear safety vests at all times.

Payment for personnel will be at the contract unit price per hour for crew supervisor and worker.

**EQUIPMENT CONDITIONS**

The Contractor shall furnish equipment of sufficient type, capacity, quantity, and quality to safely and efficiently perform all work as specified in the Project Special Provisions under Description of Work. All equipment used shall be commercial grade and of sufficient size to complete tasks effectively and in a timely manner. All equipment shall be in good working order capable of being used as originally intended, including all guards and safety attachments. Mowers are to be equipped with shields which preclude foreign objects from being thrown out from the cutting unit enclosures. All equipment shall conform to the prevailing Occupational Safety Health Act Standards. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public or risks that may cause injury, health or safety risks, or damage to assets. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

The Department may refuse payment for any equipment found to be defective and/or inadequately operated. Prior to award of the contract, the Division Roadside Environmental Engineer or his representative will inspect all equipment. The engineer may reject any equipment that is not operating in a satisfactory manner.

The Contractor shall be responsible for providing transportation for all equipment to and from all job sites assigned by the Department at no cost to the Department and no equipment owned by nor personnel employed by the Department may be used in the transportation or operation of the Contractor's equipment.

The Contractor shall be responsible for all costs and charges incurred in the operation and maintenance to the equipment during its use.

The contract rates of time shall be on an hourly basis, except as otherwise noted for stump grinding, in accordance with the rates set out in the bid form. All charges shall be determined to the nearest one-quarter (1/4) hours based upon the time the crew and equipment was in actual productive operation. The Contractor will not be paid for travel time, downtime due to meals, equipment failure, unsatisfactory weather, or any other conditions that prevent productive work. The Contractor should be reminded that equipment hourly bid prices shall not be considered at fully operated rates.

No direct payment will be made for power blowers, power trimmers, backpack applicators, chain saws, basic hand tools, and string trimmers as these pieces of equipment will be considered incidental to Crew activity to perform the tasks within this contract.

All hand tools or other equipment necessary to complete the work of Plant Bed Maintenance shall be considered incidental to the various other line items included in the contract and no additional compensation shall be paid.

## **EQUIPMENT REQUIREMENTS**

The following equipment will be the **minimum** required as requested by the Engineer:

**Truck:** One pick-up truck identified with the Contractor's name. Payment will be at the contract unit price per hour.

**Mower:** One heavy-duty rotary mower (minimum 25 horsepower) with a 48 to 60-inch mowing deck. Payment will be at the contract unit price per hour.

**String Trimmer:** String trimmers shall be commercial grade, gasoline powered units with a minimum cut diameter of 17". If requested by the engineer, the trimmer shall be operated with a metal cutting blade provided by the contractor at no additional cost. Payment will be at the contract unit price per hour.

**Tractor:** One tractor (minimum 25 HP) with implements including, but not limited to standard tillage implements, PTO Driven Auger with 4" to 24" augers and front loader. Payment will be at the contract unit price per hour.

The contractor will be required to supplement power tools with hand tools when needed to successfully complete required plant bed maintenance. No direct payment will be made for hand tools as these pieces of equipment will be considered incidental.

## **SCOPE OF WORK**

Landscape plant bed sites are to be kept in a well-maintained weed, and litter-free state.

## **PLANTINGS**

**Plant Replacement:** Dead and or diseased plants (trees, shrubs, flowers, forbs and grasses) are to be removed by the Contractor when directed by NCDOT and replaced. Small trees, shrubs, and perennials may also be transplanted from one site to another. Replacement plants/planting shall be maintained by the Contractor. The replacement planting shall require higher maintenance than the established planting, the amount to be determined by the Engineer. The replacement plants will be provided by DOT with exception as noted in Damages. The Contractor shall provide labor for installation and maintenance. Large, mature trees over four (4) inches DBH will be removed by others.

Contractor will be required to replace any desirable plant material to which any measure of damage is done as a result of misapplication of pesticide by the Contractor or his/her personnel. All replacement plants shall be of the same type and size as the original plant. Such planting shall be done at the direction of the Engineer, within a prescribed time frame.

Plant replacement will be considered incidental and no additional compensation will be made.

**Weed Control:** Beds shall be kept free of weeds at all times. Two (2) pre-emergent herbicide applications shall be performed on plant beds (one between October 15 and November 15 and one between January 15 and February 28). Contractor shall apply a pre-emergence herbicide on all newly mulched areas. All bed areas and tree rings shall be treated with a pre-emergent herbicide. Hand weeding shall be necessary, as weeds will not be permitted to remain in beds. All bed areas shall be treated with a post-emergence herbicide as necessary and as directed to effectively eliminate all unwanted vegetation.

**Insect and Disease Control:** All plantings shall be monitored for the infestation of insects or appearance of diseases. The Contractor will be required to control insects and diseases found in plants at the direction of the Engineer.

Pesticide applications will be considered incidental and no additional compensation will be made.

**Fertilization:** All plant material shall be fertilized according to individual plant requirements once per year with a complete analysis slow release fertilizer specially formulated for ornamental plantings. Fertilizer shall be applied between January 1 and February 28 of each year. If mulch is to be applied, Contractor shall apply fertilizer prior to mulch application. Fertilizer Rate and analysis at time of application shall be approved by the Engineer. The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

Fertilizer applications will be considered incidental and no additional compensation will be made.

**Pruning:** Pruning of trees, shrubs, and perennials and deadheading of dried flower stalks on daylilies will be done at the direction of the Engineer as part of routine plant bed maintenance. Pruning shall be performed as directed by the Engineer. The Contractor will be responsible for cleanup and disposing of all debris after pruning.

Pruning shall be performed using acceptable horticultural practices of the International Society of Arboriculture and must be approved in advance by the Engineer. The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present. Dead stems, branches and limbs of all plant material and all safety hazards are to be pruned immediately. Trees and shrubs shall be pruned with sharpened tools of the appropriate size to make clean cuts.

Removal of suckers 6" long and greater, on trees will be performed each month as needed. Care shall be taken when removing suckers to avoid damage to adjacent bark on the tree.

Spring and/or summer blooming trees and shrubs shall be pruned within 60 days after flowering. Non-blooming deciduous species shall be pruned/thinned after leaf drop. Evergreens shall be pruned between March 1 and April 15 with touch-up pruning as needed between June 1 and August 30.

Shrubs shall be trimmed and shaped as directed by the Engineer to improve safety, to maintain form and vigor. Trees shall be pruned as directed by the Engineer to improve safety, so as not to obscure area lighting, signage, and to prevent overhanging onto sidewalks and other similar hard surface areas, etc. and to ensure structural stability. All pruning shall be done in a manner to maintain the natural form and shape of the plant species as closely as possible.

Daylilies shall be mown after flowering to a height of not less than five (5) inches and no more than eight (8) inches in order to remove dead flower stalks and rejuvenate foliage. Excess debris shall be removed from bed. Daylily beds shall be mown to the ground after the first killing frost, between October 15 and November 15, and all debris shall be removed.

Allow forbs (herbaceous plant material) to die-back at season's end. In early spring before green-up, cut dead top growth back as close to ground as possible without damaging the crown. Remove stalks from forbs in late winter if directed to do so by the Engineer. Retain the top-growth (browned) foliage of native and ornamental grasses in the landscape as long as possible to benefit from the ornamental qualities of their dormant stage. In early spring before green-up, prune back to twelve (12) inches, dead top-growth of all native and ornamental grasses, except those that are evergreen.

Pruning will be considered incidental and no additional compensation will be made.

All debris (branches, stalks, clippings, etc.) shall be removed and properly disposed of off-site. Disposal of chips will be at the direction of the engineer and will be chipped and uniformly spread onto adjacent, unmown roadside areas or stockpiled at Division of Highways facilities. It will be the responsibility of the Contractor to dispose of large tree debris from the highway rights of way that cannot be chipped. Contractors' payment time stops when large tree debris leaves the job site. No burning or burying of debris will be allowed on highway rights of way.

The Engineer shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

## **MULCHING**

Contractor shall furnish and place mulch as requested by the Engineer according to the following specifications. The Engineer will notify the Contractor of the amount and locations(s) of mulching work to be done. All designated mulching

shall be accomplished between December 1 and February 28, as directed by the Engineer.

The mulch shall be twice ground shredded hardwood bark with a maximum of 15% “wood” defined as the interior hard fibrous celluletic xylem of trees, an aggregate size of 2.75” maximum and .75” minimum in width or length, clean and void of sticks, cones, leaves or any extraneous materials. Mulch with excessive fines will not be accepted. Mulch color shall be dark brown at the time of application. Artificially colored mulch will not be accepted.

The Contractor shall present a one (1) gallon plastic bag sample of the mulch, along with the source and contact information to the Engineer for approval prior to installation. All material furnished shall be consistent with the source and sample submitted. NCDOT will not pay for any mulch that is applied without the approval of the Division Roadside Environmental Engineer or his duly authorized representative. At the discretion of the Division Roadside Environmental Engineer, the Contractor may be required to remove unapproved mulch and re-mulch with approved mulch at no cost to the Department. If for any reason the source or material to be furnished changes, a new sample shall be submitted for approval prior to installation. The Engineer shall be given the opportunity to be present for all mulch applications.

The Contractor shall place the mulch around all individual landscape plants and bedded shrub areas within the site as directed by the Engineer. Mulch shall be placed and maintained to ensure a uniform four (4) inch depth covering the entire mulched area. The diameter of the mulch ring for individual ornamental type plants shall be:

- 12 inch diameter plants and less - 3 foot ring
- 12-24 inch diameter plants - 4 foot ring
- 24 inch diameter or larger - 5 foot ring

Mulch shall be tapered and not placed against the tree or shrub trunk so as to cause insect damage to the trunk or to promote adventitious root development. Following mulching operations, Contractor shall lift any branches or leaves of desirable plants which have been covered with mulch.

Mulch will be measured and paid in cubic yards of mulch that has been placed and accepted around plants, as directed by the Engineer.

### **PESTICIDE USAGE**

The Engineer will notify the Contractor of needed pesticide work one week prior to the next scheduled site visit. The Contractor shall complete the required pesticide application during that visit. Contractor shall be responsible for removal of all invasive pests. Special precautions shall be used when applying pesticides during maintenance operations. DO NOT allow drift or runoff of pesticides. Unapproved use or off target damage shall not be permitted.

**NOTE: Any pesticide usage shall be by or in the presence of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with a Right of Way (H) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Engineer a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Engineer a minimum of 48 hours prior to their use. The Engineer shall be given a minimum of 48 hours prior notification and shall be given the opportunity to be present for all applications.**

All pesticides shall be properly labeled and registered with the United States Department of Agriculture and the North Carolina Department of Agriculture. A container shall contain only the pesticide, which meets the analysis guaranteed on the label. All pesticides shall be kept in such original labeled containers until used.

**A copy of all pesticide application records must accompany each invoice.**

A copy of contractor’s current North Carolina Commercial Ground Applicator Pesticide License shall be submitted with proposal. If not received, the Department reserves the right to reject the low bid and consider other bids.

Application of pesticides will be considered incidental and no additional compensation will be made.

## **LITTER**

The project shall be policed at each visit and all waste, litter, and debris shall be removed and properly disposed of off-site. Contractors are encouraged to wherever possible to separate trash and recyclables such as glass, aluminum, and other products, and appropriately dispose of each material. Litter shall be removed prior to mowing. The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws. Litter pick-up will be considered incidental to maintenance work. No additional compensation will be made for litter pick-up.

## **MOWING/TRIMMING**

Mowing shall consist of the entire planted area within the site to the edge of pavement or project boundary, as directed by the Engineer.

Special precautions shall be used when mowing during maintenance operations. All waste, litter, debris or trash shall be removed prior to mowing. Care should be taken to protect the trunks and stems of all plant material while line trimming or mowing. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of turfgrass will not be considered acceptable. **The height of the mowing cut is dependent upon the type of turfgrass that is present and shall be approved by the Engineer.** The Contractor shall not "scalp" any areas of turfgrass. Contractor shall not leave grass piled up in windrows or in large clumps after cutting is complete. Any such piles or windrows shall be kicked down and evenly distributed over grassed area in no more than a 1" thick layer or removed from the site.

When mowing around plant bed areas and trees, Contractor shall take care not to throw grass clippings into plant beds and tree rings. Contractor shall take care not to disturb plant beds or tree rings with mowing equipment. Areas that cannot be mowed shall be trimmed with a string trimmer or other suitable device. Should the Contractor throw grass clippings into plant beds, streets and curb and gutter sections, tree rings, and/or on sidewalks, or if damage occurs, the Contractor shall remove grass clippings by raking, sweeping or blowing, and repair damage to the plant beds and/or tree rings, and plants, restoring them to their original state without additional compensation for such work. Contractor shall keep curb and gutter sections and sidewalks that are within the mowing pattern free of vegetation growing in cracks or overhanging the structure. Small vegetation growing in cracks of sidewalks may be sprayed with a non-selective herbicide.

Trimming around trees, shrubs, signs, poles, guardrail, & any other structures shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants as well as structures. Slopes and drainage ditches, shall be mown and/or weed eaten in conjunction with the routine mowing cycle, and as needed, and as directed by the Engineer.

## **PROTECTION AND RESTORATION OF PROPERTY**

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

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

## **COOPERATION BETWEEN CONTRACTORS**

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another. The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

## **DAMAGES**

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors, to fixed objects such as, but not limited to, fences, posts, roadway surfaces, shoulders, guardrail, drainage structure, signs, pavement markers, utilities, and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current cost to replace with like material of equal size or an equivalent combination. Such cost shall be deducted from the Contractors monthly invoice. All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Engineer. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Engineer. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

## **ACCEPTANCE**

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

## **BASIS OF AWARD**

Quantities for this work are unknown but will be determined on an as needed basis. Determination of the apparent low bidder will be made by extending the unit prices quoted on the bid proposal form for the following quantities:

### **PAY ITEM**

### **QUANTITIES**

Crew Supervisor	1000 Hrs.
Workers (per each)	4000 Hrs.
Truck (pick-up)	1000 Hrs.
1 Tractor, (min. 25 HP) w/ implements including, but not limited to, PTO Driven Auger w/ 4"-24" auger and front loader	500 Hrs.

Mower (heavy duty rotary, 48-60" cut)	2000 Hrs.
String Trimmer (per each)	4000 Hrs.
Applied Bark Mulch	CY

These quantities are for determination of low bid only and do **NOT** necessarily reflect total quantities for the contract.

### **MEASUREMENT AND PAYMENT**

The Contractor or his representative must sign daily log sheets prepared in duplicate by the Engineer (listing the dates, hours, descriptions, and locations of all work performed). The number of hours worked, measured to the nearest ¼ hour, will begin when the Contractor begins work at the first job site and will continue until completion of work at the last job site. Deductions shall be made for meal breaks. Travel to the initial job site and from the last job site will not be included in the number of hours worked. All equipment must be operable and all manpower present before work time can begin.

Measurement for Applied Bark Mulch will be the number of cubic yards that has been furnished, placed and accepted around plants, as directed by the Engineer. Mulch will be measured prior to placing. Where mulch is furnished in bales or bags, the number of cubic yards in each bale or bag will be determined and then multiplied by the number of bales or bags of the same size, which have been acceptably furnished and placed. Where mulch is furnished in trucks, each truck will be measured by the Engineer and shall bear a legible identification mark indicating its capacity. Each truck shall be loaded to at least its measured capacity at the time it arrives at the site of work.

Payment for Landscape Plant Bed and Mowing Maintenance will be made as follows:

<b>PAY ITEM</b>	<b>PAY UNIT</b>
Crew Supervisor	Hour
Workers (per each)	Hour
Truck (pick-up)	Hour
Tractor (min. 25 HP with implements including, but not limited to:	
PTO Driven Auger w/ 4"-24" auger and front loader	Hour
Mower (heavy duty rotary, 48-60" cut)	Hour
String Trimmer (per each)	Hour
Applied Bark Mulch	CY

The above prices and payments will be full compensation for all work covered by this proposal.

All work or items necessary to complete the work other than those listed on the "Bid Proposal Form" will be considered incidental in nature and no additional compensation shall be made.

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

## INSTRUCTIONS TO BIDDERS

### **BID PROPOSALS**

As stated under “AWARD OF CONTRACT” above, the Engineer will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Engineer, using his/her discretion, will determine whether a bidder is “responsible” and capable of performing the required work. The Bidder should demonstrate an understanding of the requirements of the contract, and that the requirements have been addressed in his bid to the satisfaction of the Engineer. The Bidder shall demonstrate experience delivering landscape plant bed and mowing maintenance services and that it is capable of performing the required work under this contract, to the satisfaction of the Engineer. This includes services such as mowing, plant bed maintenance, contract compliance, pesticide laws and regulations, employment laws and regulations, insurance, business administration and experience interacting with the public. Proof that the pesticide license included in the bid packet belongs to an actual employee of the company will be required.

### **PREPARATION AND SUBMISSION OF BIDS**

All paper bid submittal documents shall be prepared and submitted in accordance with Article 102-8 of the Standard Specifications and the following listed requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid. One (1) original and two (2) duplicate copies of the Bid Submittal Package and all addenda; shall be submitted as the Bidder’s proposal. The Department reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected.
2. All entries including signatures shall be written in ink or typed. Copies of signatures shall be rejected.
3. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price for the various contract items shall be written in figures.
4. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
5. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount Bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
  - d. Completed attestation by Notary Public**Note: Signer, Witness and Notary Public must be different individuals.**
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 Bid Submittal Package shall be placed in a sealed envelope and shall have been delivered to and received in the DOT Purchasing Section at the Transportation Building Complex at 1 South Wilmington Street, Room 412, Raleigh, NC 27601 by 2:00 pm on February 17, 2016.
11. The sealed bid should display the following statement on the front of the sealed envelope:  
**QUOTATION FOR WORK ORDER 44601.06  
INTERSTATE 95-PROFESSIONAL PLANT BED MAINTENANCE IN ROBESON COUNTY  
TO BE OPENED AT 10:00 AM ON WEDNESDAY, APRIL 6, 2016**
12. If delivered by mail, the sealed envelope should be placed in another sealed envelope and the outer envelope should be addressed as follows:  
**R. ALLEN WADDELL, PE  
DIVISION PROPOSALS ENGINEER  
NCDOT-DIVISION 6  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302**

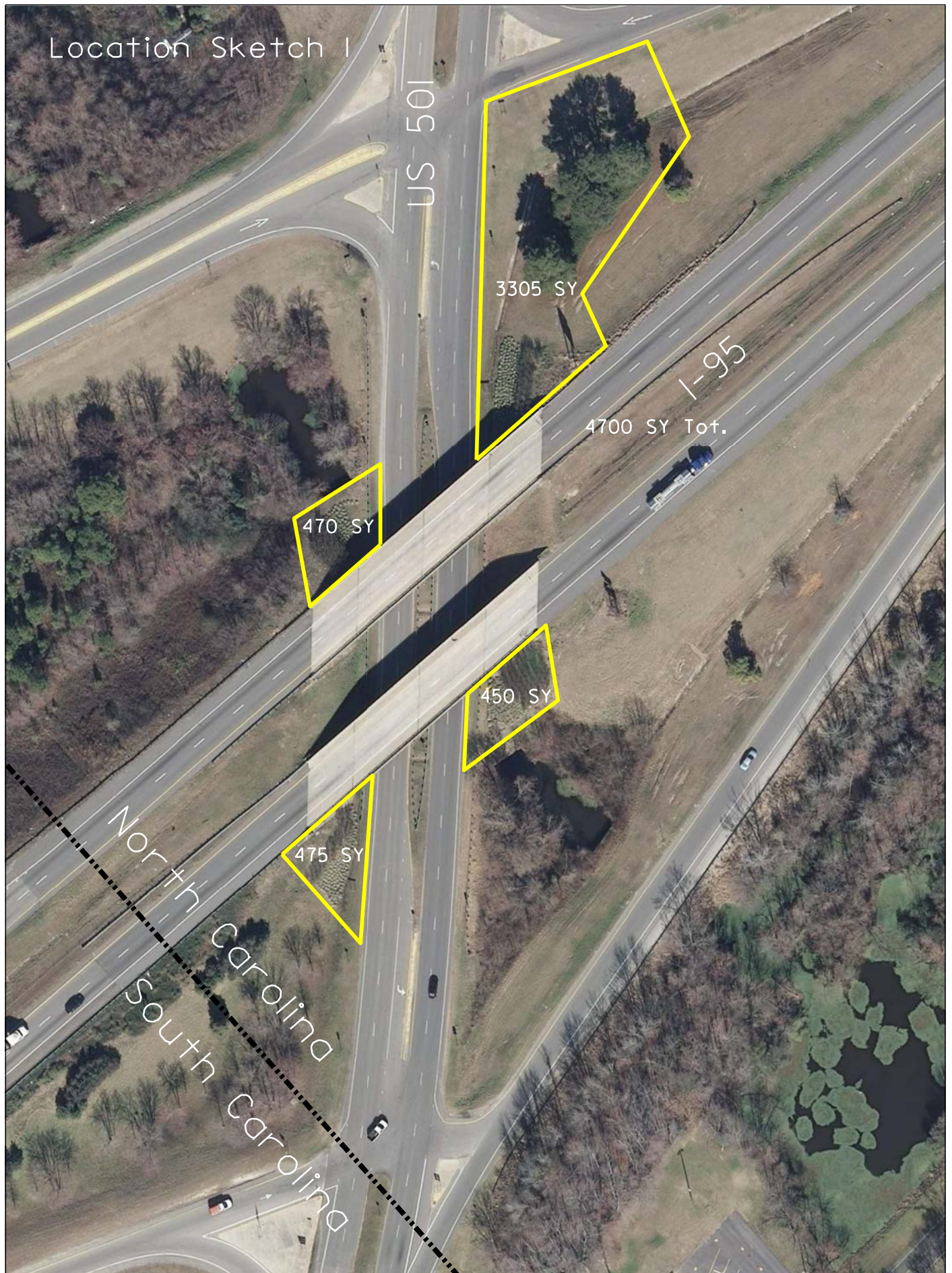
Failure to address proposals correctly could result in delayed delivery service.

## **BID SUBMITTAL PACKAGE CONTENTS**

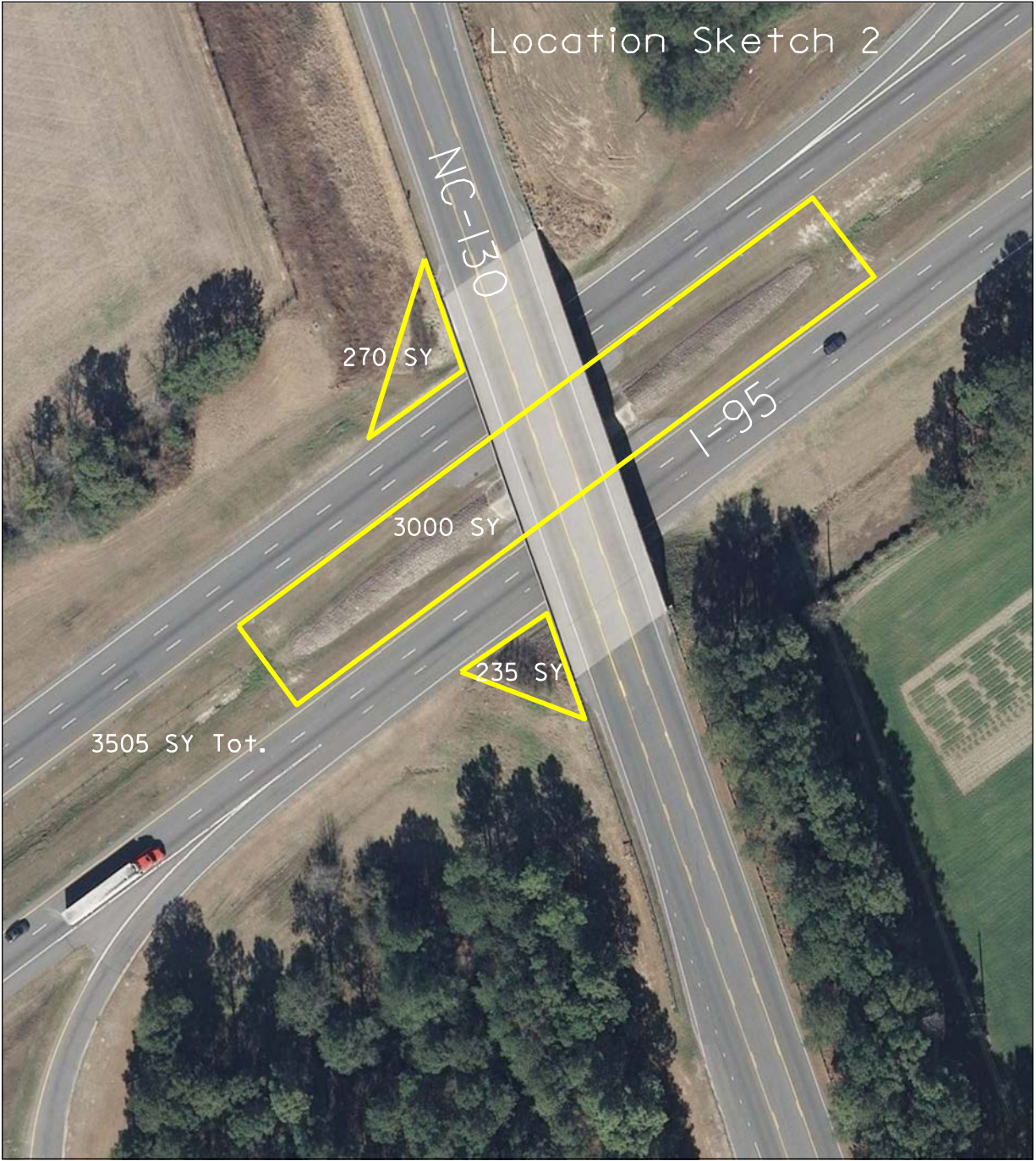
The Bid Submittal Package contains the following bid documents:

- a. Cover Sheet: Contractor's Federal ID Number, p. 1.
- b. Contractor Contact Information, p. 2.
- c. Listing of MBE/WBE Subcontractors, p. 3.
- d. Listing of Contractor's Equipment, p. 4.
- e. Contractor's Work Experience and References, p5.
- f. Copy of Bidder's (individual's name and company name) N.C. Pesticide License issued by NCDA, p. 6.
- g. Contract Bid Form, p..
- h. Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, p. 600-8 to 600-15
- i. Bidder's Checklist, p. 600-16.

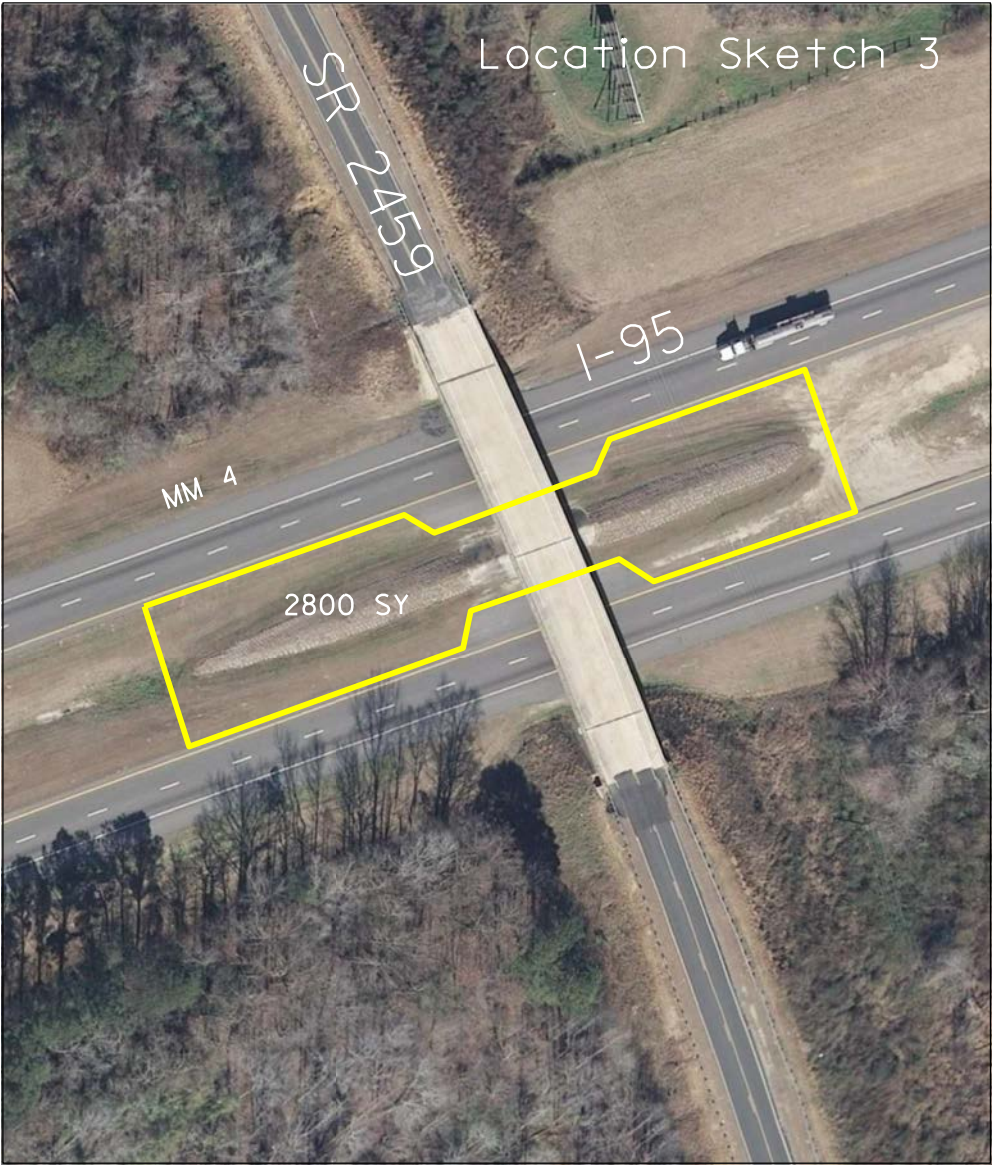
# Location Sketch 1







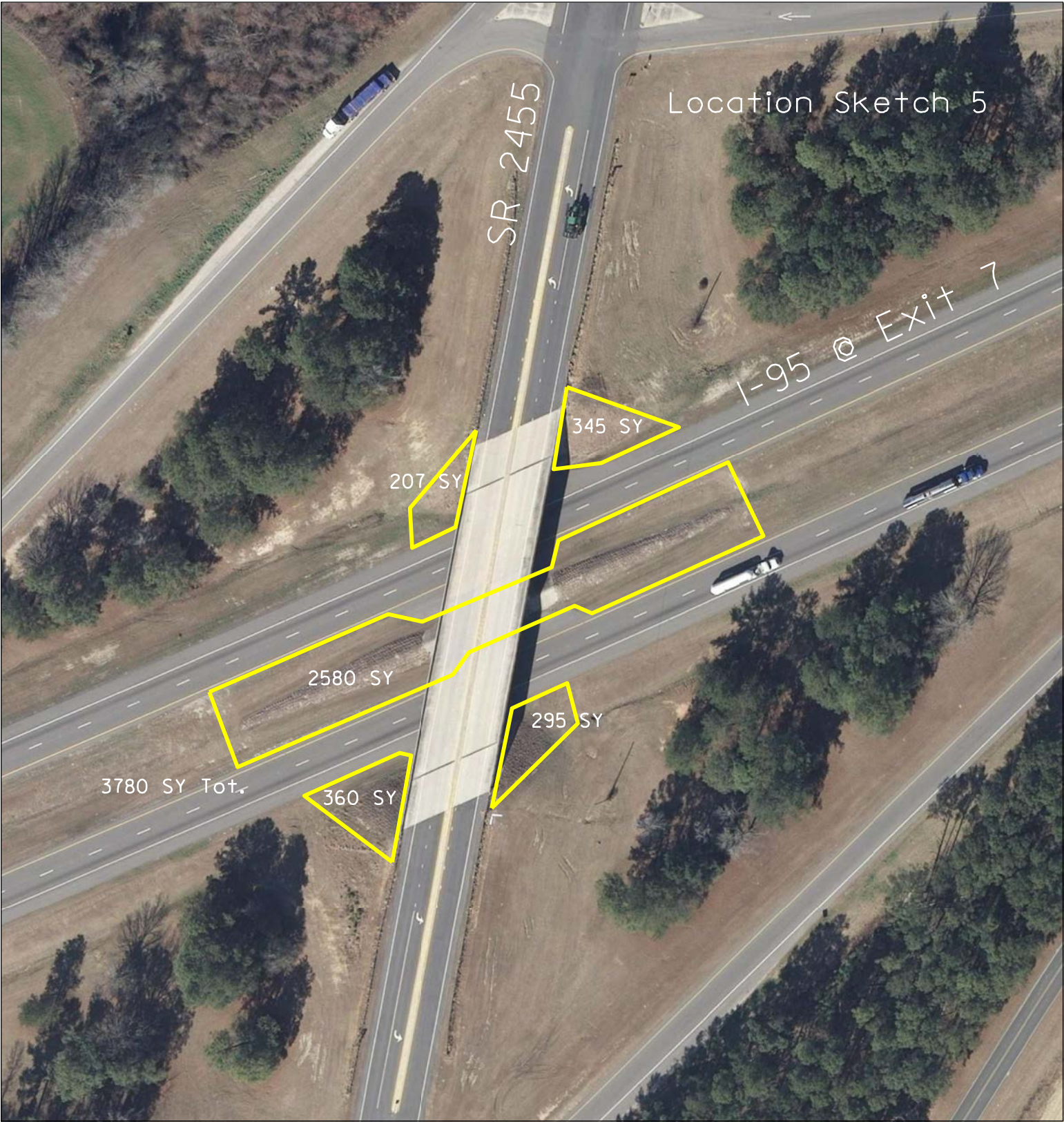
Location Sketch 2





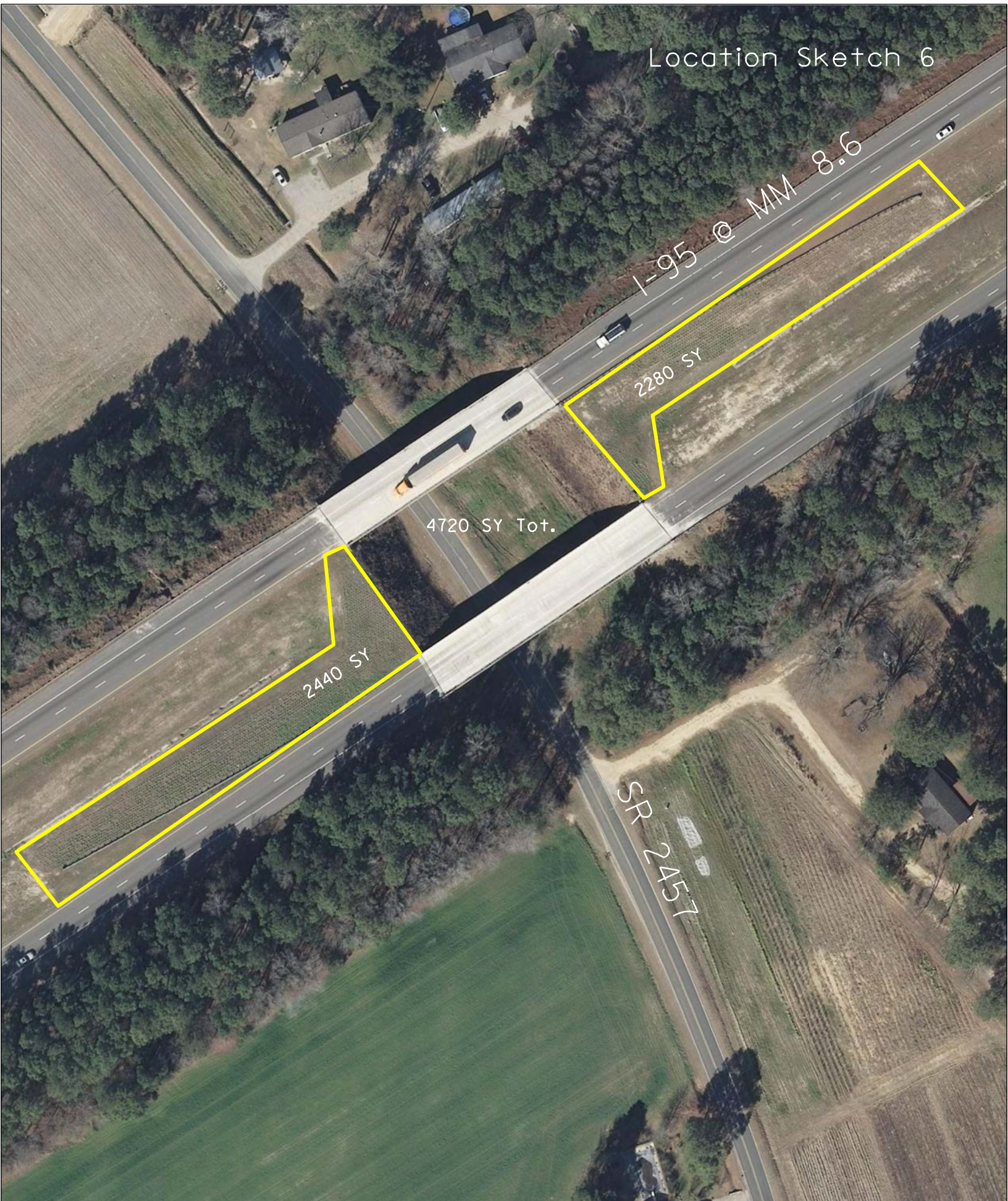




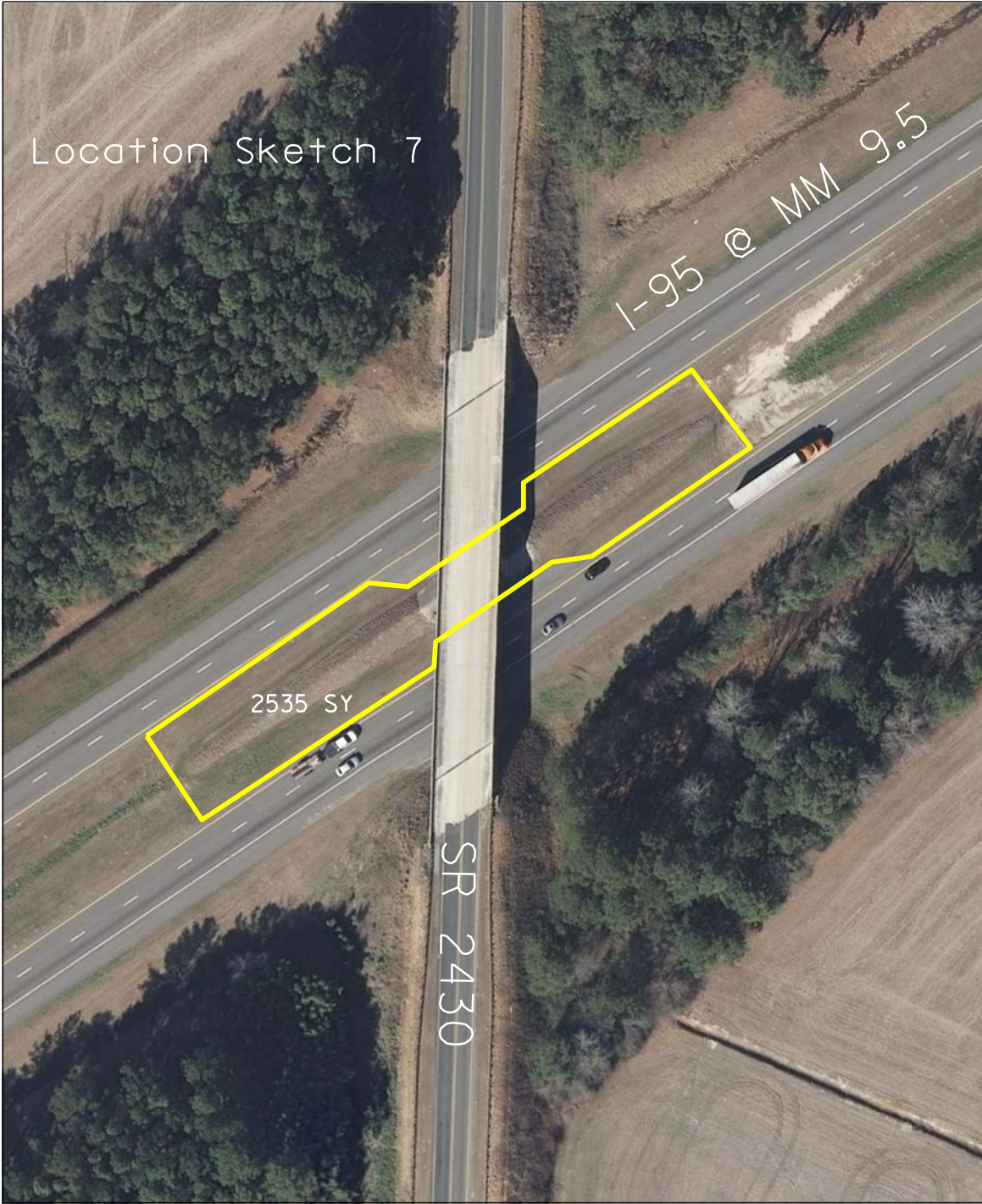




# Location Sketch 6

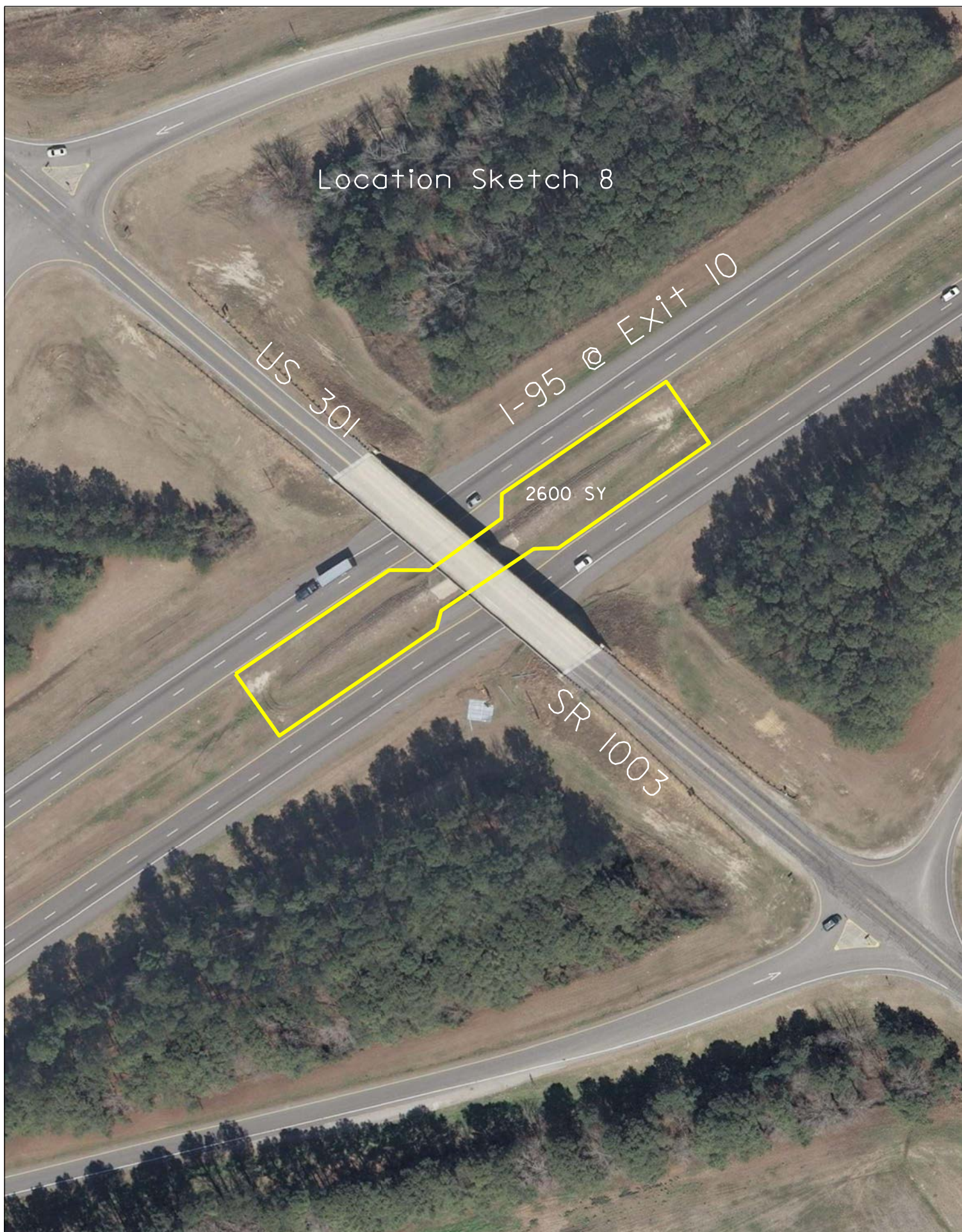






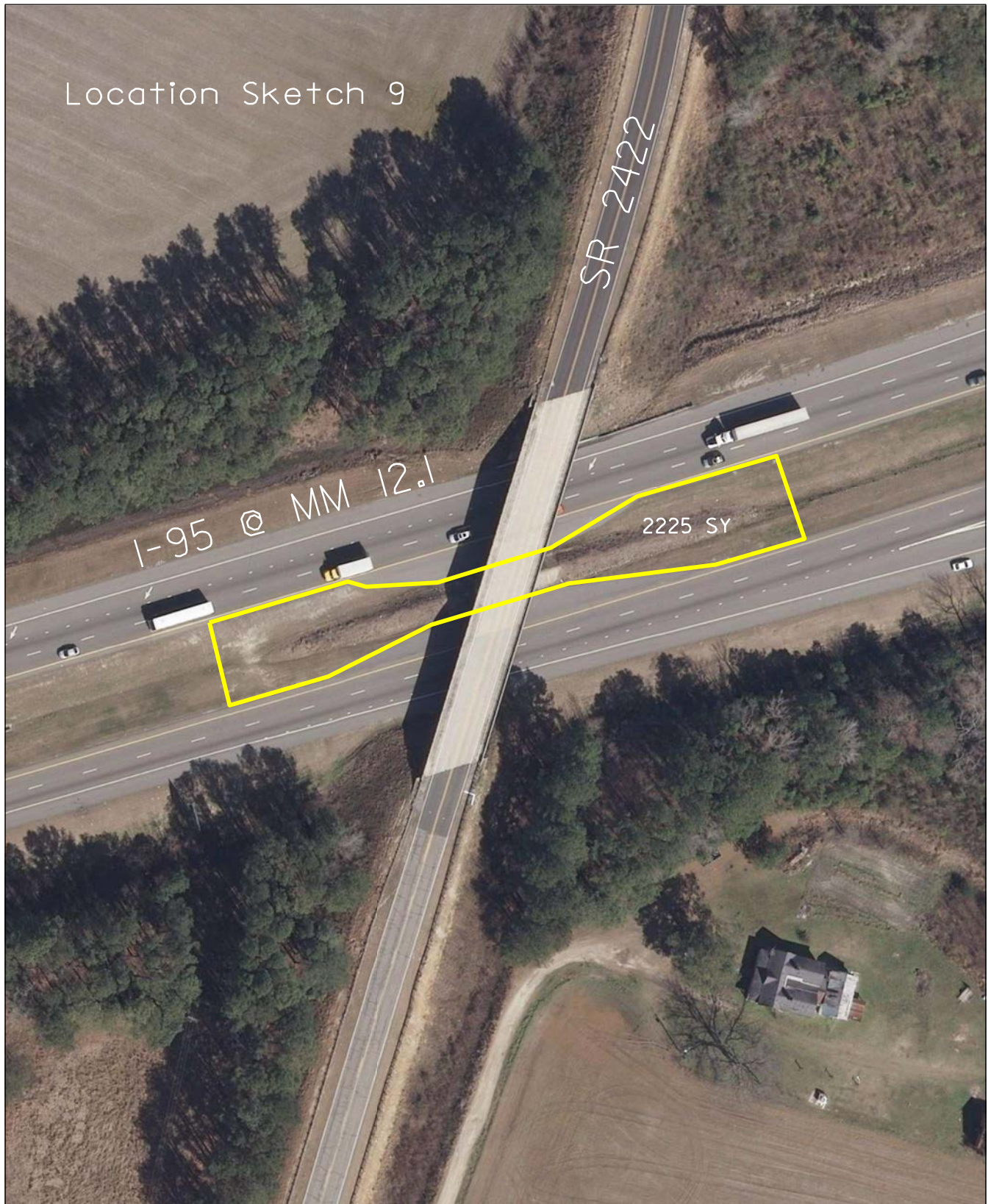


Location Sketch 8





# Location Sketch 9



**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
**BID SUBMITTAL PACKAGE**

Solicitation: WORK ORDER 44601.06

APRIL 6, 2015

Various landscape plant bed sites on I-95 in Robeson County

Professional Landscape Plant Bed and Mowing Maintenance

Bidder/Offeror: \_\_\_\_\_

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public. This page is segregated for ease of redaction pursuant to a valid public records request.

This page will be removed and shredded, or otherwise kept confidential,  
before the procurement file is made available for public inspection.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**PERFORMANCE MAINTENANCE CONTRACT**

**DATE: April 6, 2016**

**COUNTY: Cumberland**

**WORK ORDER NO.: 44601.06**

**LOCATION: Various landscape plant bed sites on I-95**

**JOB: PROFESSIONAL LANDSCAPE PLANT BED AND MOWING CONTRACT MAINTENANCE**

---

**CONTRACTOR CONTACT INFORMATION**

Contractor: \_\_\_\_\_

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

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

Fax Number: \_\_\_\_\_

Name of individual authorized to answer questions concerning the information contained herein:

Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**By submission of a bid package the bidder agrees that they shall provide sufficient labor, labor hours, supervision, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined in the discretion of the Engineer.**

**This entire bid submittal package (pages 1 through 16) is to be returned as the contractor's bid and received by the Division Six Proposals Engineer prior to 10:00 AM, April 6, 2016.**

Failure to complete the bid submittal documents will be cause for rejection of the Contractor's bid.

Deliver To:

**Bid No: 44601.06**

**R. ALLEN WADDELL, PE  
DIVISION PROPOSALS ENGINEER  
NCDOT-DIVISION 6  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302**

**List of MB & WB Subcontractors**

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>	MBE				
Address	WBE				
<b>Name</b>	MBE				
Address	WBE				
<b>Name</b>	MBE				
Address	WBE				
<b>Name</b>	MBE				
Address	WBE				
<b>Name</b>	MBE				
Address	WBE				
<b>Name</b>	MBE				
Address	WBE				

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**\*\* Dollar Volume of MBE Subcontractor** \$ \_\_\_\_\_

**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

**\*\* Dollar Volume of WBE Subcontractor** \$ \_\_\_\_\_

**WBE Percentage of Total Contract Bid Price** \_\_\_\_\_%

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.*

*If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**List of Equipment**

LINE ITEM	QTY	DESCRIPTION	YEAR MODEL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY*

## CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

**Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to landscape maintenance services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to landscape maintenance services which this business or its supervisors, managers, owners or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Engineer to determine whether a bidder is “responsible” and capable or able to perform the work necessary under the contract. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.**

1. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
2. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
3. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_



**BIDDER'S CURRENT NCDA PESTICIDE LICENSE**

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

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

WBS Element: 44601.06  
Description: Landscape Plant Bed and Mowing Maintenance  
County: Cumberland

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Crew Supervisor	1000	HR	\$	\$
2	SP	Worker (per each)	4000	HR	\$	\$
3	SP	1 Truck (pick-up)	1000	HR	\$	\$
4	SP	1 Tractor, (min. 25 HP) w/ implements including, but not limited to, PTO Driven Auger w/ 4"-24" auger and front loader	500	HR	\$	\$
5	SP	Mower (Heavy-Duty Rotary 48"-60" deck)	2000	HR	\$	\$
6	SP	String Trimmer (per each)	4000	HR	\$	\$
7	SP	Applied Bark Mulch	500	CY	\$	\$
TOTAL BID FOR PROJECT: \$						

CONTRACTOR\_\_\_\_\_

ADDRESS\_\_\_\_\_

PHONE\_\_\_\_\_ Federal ID\_\_\_\_\_

CONTRACTORS LICENSE NUMBER\_\_\_\_\_

---

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.*

*Reviewed by \_\_\_\_\_ (date)*  
*Division Proposals Engineer*

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

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

Attest \_\_\_\_\_

Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_

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

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

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

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

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

**NOTARY SEAL**

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

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

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

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

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

By

\_\_\_\_\_  
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: \_\_\_\_\_

**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

**NOTARY SEAL**

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

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

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

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

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

**EXECUTION OF BID**

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

## JOINT VENTURE (2) or (3)

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

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

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

## SIGNATURE OF CONTRACTOR

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

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

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

Address as Prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

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

Address as Prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

*If Corporation, affix Corporate Seal*

and

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

Address as Prequalified

Signature of Witness or Attest

By

Signature of Contractor

Print or type Signer's name

Print or type Signer's name

*If Corporation, affix Corporate Seal*

### NOTARY SEAL

*Affidavit must be notarized for Line (2)*

Subscribed and sworn to before me this

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

Signature of Notary Public

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

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

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

### NOTARY SEAL

*Affidavit must be notarized for Line (3)*

Subscribed and sworn to before me this

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

Signature of Notary Public

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

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

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

### NOTARY SEAL

*Affidavit must be notarized for Line (4)*

Subscribed and sworn to before me this

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

Signature of Notary Public

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

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

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

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

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

Trading and doing business as

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

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

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

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

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

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

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

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

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

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

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

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

**INDIVIDUAL DOING BUSINESS 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

**NOTARY SEAL**

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

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

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

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

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



## DEBARMENT CERTIFICATION

### Conditions for certification:

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

## DEBARMENT CERTIFICATION

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

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

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

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

☐

Check here if an explanation is attached to this certification.

## **BID SUBMITTAL PACKAGE CHECKLIST**

This checklist has been provided to assist you in completing your Bid Submittal Package. Review this list and verify that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contractor's Information.
	3	Listing of MBE/WBE Subcontractors. Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number zero.
	4	Listing of Equipment
	5	Contractor's Work Experience and References, with a minimum of three (3) references included.
	6	Copy of Bidder's (individual's name and company name) NCDA Current Pesticide License, license placed on sheet and copied.
	7	Contract Bid Form.
	8	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	16	Bid Submittal Package Checklist
		Addendum, if applicable.
		Submit original and two (2) duplicate copies.

**YOU MUST BE PRE-QUALIFIED TO BID AS A PRIME CONTRACTOR!  
SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTIONS.**

**End of bid submittal package!**