STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 7

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: MARCH 19, 2015 AT 11:00 A.M.

CONTRACT ID: **D7POC103**

WBS ELEMENT NO.: **7.100111, 7.200111**

COUNTY: **ALAMANCE COUNTY**

TYPE OF WORK: **TREE SERVICE AS NEEDED AT VARIOUS LOCATIONS**

_____

NAME OF BIDDER

_____

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: CAROLYN T. HUSKINS
P.O. BOX 14996
GREENSBORO, NC 27415-4996

PROPOSAL

FOR THE CONSTRUCTION OF

CONTRACT No. D7POC103 IN ALAMANCE COUNTY, NORTH CAROLINA

Date_____ 20_____

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D7POC103**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D7POC103** in **Alamance County**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements, except that bids may be prepared by electronic means as described elsewhere in the proposal. Failure to comply with any requirement shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

1. **The bid sheet** furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **THE CONTRACTOR SHALL BIND THE ENTIRE PROPOSAL PACKAGE, STAPLES, BINDER CLIPS, ETC. ARE SUFFICIENT.**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit Prices shall be limited to TWO decimal places.*****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
   a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
   b. Name and signature of individual or representative submitting bid and position or title.
   c. Name, signature, and position or title of witness.
   d. Federal Identification Number (or Social Security Number of Individual)
   e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **Contractors who download bid packages SHALL EMAIL** cthuskins@ncdot.gov **a minimum of five (5) days prior to the bid opening to inform NCDOT of your possession of a bid package. BIDS RECEIVED FROM CONTRACTORS WHO HAVE NOT PROVIDED NOTICE OF POSSESSION OF A BID PACKAGE MAY BE REJECTED.**
12. **THE PROPOSAL WITH THE BID SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION** 7 **ENGINEER'S OFFICE AT 1584 YANCEYVILLE STREET, GREENSBORO, NC 27405 BY 11:00 A.M. ON THURSDAY MARCH 19, 2015.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION COVERING D7POC103
TO BE OPENED AT 11:00 A.M. ON THURSDAY, MARCH 19, 2015.
BIDDER'S NAME
ATTN: CAROLYN T. HUSKINS

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

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 7
ATTN: Carolyn T. Huskins
P.O. Box 14996
Greensboro, NC 27415-4996

PROJECT SPECIAL PROVISIONS

GENERAL

This contract is for tree services to be performed on an as needed basis in Alamance County. The work shall consist of pruning and/or removing trees and limbs from highway rights of way along state maintained roads at various sites throughout Alamance County.

All materials and workmanship shall be in accordance with the following: The Project Special Provisions, Project Standard Provisions, most current Standard Special Provisions, *Manual of Uniform Traffic Control Devices (MUTCD)*, Provisions contained in the applicable Sections of the North Carolina Department of Transportation's *Standard Specifications for Roads and Structures* and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *Roadway Standard Drawings* shall apply.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures*, with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in the 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.

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

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07) 108 SP1 G10 A

The date of availability for this contract is **April 1, 2015**.

The completion date for this contract is **March 31, 2016**.

Only the work requested by the Engineer shall be approved and paid for.

TERM OF CONTRACT

(6-10-2012 Div. 7

This contract shall be effective for one (1) contract period. The contract period will last from the availability date to the completion date, as noted above. At the option of the NC Department of Transportation, and upon agreement by the contractor, this contract may be extended up to two (2) additional contract periods. The unit bid prices will increase by three (3) percent each contract period. All other terms and conditions as stated herein shall remain the same.

The Engineer will notify the Contractor in writing before the end of the contract period if the contract may be extended for the following year. The Contractor must notify the Engineer in writing within 30 calendar days of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension.

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.

The quantities shown on the Bid Proposal Form are for determination of low bid only and do not reflect total quantities for the contract.

Unit prices shall reflect actual costs; unbalanced bids may be rejected per the North Carolina Department of Transportation's *2012 Standard Specifications for Roads and Structures.*

WORK RESTRICTIONS AND LIQUIDATED DAMAGES

The Contractor's operations are restricted to daylight hours (sun -up to sun -down). When the Engineer determines that the Contractor's operations may cause significant traffic delays, he may restrict working hours to 9:00 a.m. to 4:00 p.m.

Weekend and Holiday work will not be permitted. Work shall only be performed when weather and visibility conditions allow safe operations.

The contractor shall begin work within seven (7) days after each notification by the Engineer. Notification may be made by phone or email and either will be considered sufficient. Liquidated damages for this contract are Five Hundred Dollars ($500.00) per calendar day if the contractor has not started work within 7 days after each notification for "Tree Service".

Emergency situations will require quicker response. The Contractor shall begin work within 3 hours of each notification of an emergency. Liquidated damaged for "Emergency Tree Service" are Five Hundred Dollars ($500.00) per hour beginning the 4th hour after notification by the Engineer and continuing until work begins.

EMERGENCY MOBILIZATION

(9-25-12) DIV. 7

Upon request of the Engineer, the contractor shall perform Emergency Mobilization to provide all requested equipment and manpower within 3 hours of notification. Verbal notification shall be considered sufficient.

The contractor will be paid for three (3) hours at the unit bid price for each item requested and provided for Emergency Mobilization. Payment for these three additional hours shall be considered full compensation for all costs to mobilize and demobilize the equipment and labor provided under this contract. Mobilization shall include cessation of normal operations and preparing and transporting the equipment and personnel ready for the operation at the NCDOT County Maintenance Facility.

No payment for Emergency Mobilization will be made for any personnel or equipment not made ready and available within (3) three hours of notification.

PROSECUTION OF WORK

The provisions of Section 108 shall apply with the following additions:

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

COOPERATION WITH STATE FORCES:

1-22-2009 DDC-7.

The Department reserves the right at any time for State Forces to perform other or additional work on or near the work covered by this contract. When State Forces perform work within the limits of the project, the Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by State Forces. The Contractor shall conduct his operation in such a manner as to avoid damaging any work being performed by State Forces, or any work that has been completed by State Forces.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07) 104 SP1 G31

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

NO SPECIALTY ITEMS:

(7-1-95) 108-6 SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-20-14) 108-2 SP1 G58

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

2015	(7/01/14 - 6/30/15)	**25** % of Total Amount Bid
2016	(7/01/15 - 6/30/16)	**75** % of Total Amount Bid

LOCATING EXISTING UNDERGROUND UTILITIES:

(3-20-12) 105 SP1 G115

Revise the *2012 Standard Specifications* as follows:

Page 1-43, Article 105-8, line 28, after the first sentence, add the following:

Identify excavation locations by means of pre-marking with white paint, flags, or stakes or provide a specific written description of the location in the locate request.

RESOURCE CONSERVATION:

(5-21-13) 104-13 SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(2), and NCGS 136-28.8, it is the policy of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, and to find ways to recycle and reuse materials for the benefit of the Citizens of North Carolina.

Initiate, develop and use products and construction methods that incorporate the use of recycled or solid waste products in accordance with Article 104-13 of the *2012 Standard Specifications*. Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills on the Project Construction Reuse and Recycling Reporting Form.

A location-based tool for finding local recycling facilities and the Project Construction Reuse and Recycling Reporting Form are available at:

http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06) SP1 G150

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

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

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

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09) 107-1 SP1 G152

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

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

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

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

LIABILITY INSURANCE:
(5-20-14) SP1 G160

Revise the *2012 Standard Specifications* as follows:

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

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

EMPLOYMENT:
(11-15-11) (Rev. 1-17-12) 108, 102 SP1 G184

Revise the *2012 Standard Specifications* as follows:

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

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

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

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:
(9-18-12) SP1 G185

Revise the *2012 Standard Specifications* as follows:

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

PROJECT SPECIAL PROVISIONS-TREE SERVICE

TREE SERVICE

"Tree Service" shall consist of the pruning or removal of trees from highway rights of way along state maintained roads in Alamance County. The Contractor shall use sound, established arboricultural principles. The Engineer or his representative will identify all trees to be pruned or removed.

The contractor shall provide qualified operators with chainsaws. The operators must be skilled in the operation of the chainsaw and must follow OSHA guidelines. Operators shall wear vision and hearing protection, chaps and clothing to provide sufficient protection from flying wood chips etc. Operators shall wear an approved Class II orange safety vest, unless

otherwise approved by the Engineer. Operators shall wear work shoes, shirts with sleeves and long pants while working within the State highway right of way.

Chainsaws shall be commercial grade, gasoline powered units with all original equipment safety devices in place. The Engineer may reject any equipment that is not operating in a satisfactory manner.

The contractor shall be required to supplement power tools with hand tools when needed to successfully complete the required Tree Service. Hand tools will be considered incidental in nature and no additional compensation shall be paid.

Vehicle and chipper operators shall possess the appropriate licenses and skills for the equipment used. Equipment shall be in good working order and all safety devices shall be in place. Workers shall wear vision and hearing protection, and shall not wear any loose clothing or jewelry.

Removal and disposal of all trimmings, laps, brush, or debris produced by the above operation shall be the responsibility of the Contractor, unless otherwise directed by the Engineer. When chipping is used to dispose of trimmings, the Engineer may approve the spreading of chips along certain sections of highway rights of way.

Chips shall be placed so as not to interfere with drainage structures, sight distances, or turf growth.

All other debris shall be removed from highway right of way before payment is made. No burning or burying of debris will be allowed on highway rights of way.

All work to be performed shall begin within seven days (168 hours) of notification and shall be completed in a timely manner. Certain emergency situations may require work to be done immediately or within 24 hours of notification.

The Contractor shall keep a daily diary, available to the Engineer, listing the dates, hours, descriptions, and locations of all work performed.

Upon request of the Engineer, the contractor shall provide the following equipment and labor to perform tree service:

1 Bucket Truck with minimum 20 feet vertical reach and operator
1 Chipper with minimum 12” Diameter Capacity and operator
1 Tow/Haul Vehicle with Operator
1 Piece of Loading Equipment with Operator
Chainsaw with Operator
Flagmen/Laborer
Stump grinder

EMERGENCY TREE SERVICE

The Contractor will be notified when the tree service is considered “emergency tree service”. Upon such notification, the Contractor shall have two (3) hours to begin work.

Liquidated damages for emergency tree service will be One Hundred Dollars ($100.00) per hour or portion thereof that the Contractor has not begun work after the allotted 3 hours.

Equipment
The contractor may be required to supplement power tools with hand tools when needed to successfully complete the required tree service. Hand tools will be considered incidental in nature and no additional compensation will be made.

Equipment shall be in good working order and all original equipment safety devices shall be in place. At any time the engineer may reject any equipment that is not operating in a satisfactory manner.

All equipment and personnel not listed shall be considered incidental to the various other line items included in the contract and no additional compensation shall be paid.

The following equipment will be required on an as needed basis:

Bucket Truck with Operator - Bucket Trucks shall have minimum operating reach of 20 feet. Each truck shall be properly licensed and shall meet all motor vehicle/motor carrier standards as required by law. Vehicle components shall be constructed and maintained in a manner to ensure structural integrity. Vehicles found to be structurally deficient will be removed from the project until repairs are made. Trucks shall be equipped with all necessary safety devices including an operable back up alarm. Vehicles found to be without a functional alarm will be removed from the project until repairs are made.

Chipper with Operator - Chippers shall be rated to accommodate a minimum trunk diameter of 12”. All original equipment manufacturer (OEM) safety devices and guards shall be in place and functional. Operators shall be fully trained and qualified to operate the machine. Chippers found to be in unsafe condition shall be removed from the project until repairs are made.

Tow/Haul Vehicle with Operator - Chipper tow/haul vehicles shall be a truck of sufficient gross vehicle weight rating to safely tow the attached chipper. The vehicle shall be equipped with a dump body with minimum capacity of 6 cubic yards. The truck shall be constructed and maintained in a manner to ensure structural integrity. Vehicles found to be structurally deficient will be removed from the project until repairs are made. Trucks shall be equipped with all necessary safety devices including an operable back up alarm. Vehicles found to be without a functional alarm will be removed from the project until repairs are made.

Loading Equipment with Operator - Loading equipment shall be self-propelled equipped, with rubber tires and shall have a minimum capacity of ¾ CY. The loading attachment shall be of a “4-in1” or grapple design capable of opening to grasp logs and debris. The equipment shall be equipped with operable amber warning lights and backup alarm. Equipment found to be without a functioning back up alarm shall be removed from the project until repairs are made. The contractor, at his option, may provide either a rubber tired loader or rubber tired backhoe, or boom truck for use in this project.

Chainsaw with Operator - Upon request of the Engineer, the contractor shall provide qualified operators with chainsaws. The operators shall be skilled in the operation of the

chainsaw and shall follow OSHA guidelines. Operators shall wear vision and hearing protection, chaps and clothing to provide sufficient protection from flying wood chips etc.

Flagman/Laborer - Upon the request of the Engineer, the contractor shall provide qualified flagmen and laborers. Flagging operations shall be conducted in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and NCDOT Roadway Standard Drawings. Flagmen shall be skilled and knowledgeable in proper flagging techniques and shall wear fluorescent orange safety vests and hat. Flaggers shall not wear sunglasses and shall remain standing at all times during flagging operations. Flaggers shall be equipped with radios or other means of communication in order to facilitate safe traffic operation. Stop/Slow Paddles shall be in good condition.

Measurement and Basis of Payment
Measurement and payment for the work shall be per each hour or portion thereof that each requested piece of equipment and operator or employee is in productive operation as directed by the Engineer. Measurement shall be made for each pay item to the nearest ¼hour. The Contractor shall not be paid for down time due to meals, equipment failure, unsatisfactory weather, or any other conditions

Payment will be made for actual work hours at the site. **Travel time to the first work site will not be paid. Travel time between work sites within the same working day will be paid.**

Payment for Tree Service as performed above will be at the Contract Unit Price for:

Pay Item	**Unit**
Bucket Truck with Operator	HR
Chipper with Operator	HR
Tow/Haul Vehicle with Operator	HR
Loading Equipment with Operator	HR
Chainsaw with Operator	HR
Flagman/Laborer	HR

STUMP GRINDING

Dist. 2 Div. 7

Grinding of stumps may be required at certain locations as directed by the Engineer.

Stumps shall be ground in accordance with accepted industry practices to a depth of six (6) inches below the elevation of the surrounding area. Removal of any debris shall be the responsibility of the Contractor. If stump grinding is required, the Contractor will be told during the official notification of work.

Payment for stump grinding and removal of debris will be at the contract unit price per diameter inch for “stump grinding” measured across the largest diameter of stump surface area.

Pay Item	**Unit**
Stump Grinding	. In

HERBICIDE TREATMENT

Treat stumps with an herbicide on the same day after cutting to prevent sprouting. Follow all applicable instructions, warnings, and safety precautions stated on the manufacturer's label, and comply with all laws and regulations governing herbicides that are in effect at the time of use. **Apply all herbicides in accordance with the manufacturer's instructions on the product label. Broadcast spraying will not be allowed.**

Use an herbicide with blue dye which has been approved by Ken Taffer, Division Roadside Environmental Engineer. Mr. Taffer will approve the application equipment and the method of application. Mr. Taffer can be reached at 336-487-0000. Properly registered herbicides for stump treatment to prevent regrowth are listed on page 391 of the manual located at: http://ipm.ncsu.edu/agchem/8-toc.pdf.

Herbicides 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 herbicide that meets the analysis guaranteed on the label. Keep all herbicides in such original labeled containers until used.

Herbicide application shall be conducted by individuals who possess the appropriate applicator's license from the NC Department of Agriculture or individuals under their direction and understands, and follows the herbicide labeling before applying the product. Licensed applicators shall submit a copy of their license to Mr. Chuck Edwards and Mr. Taffer for approval prior to beginning work.

No direct payment will be made for herbicide treatment as it is considered incidental to the clearing operation.

Herbicide application shall be conducted by individuals who possess the appropriate applicator's license from the NC Department of Agriculture or individuals under their direction and understands, and follows the herbicide labeling before applying the product. Licensed applicators shall submit a copy of their license to and Mr. Taffer for approval prior to beginning work.

No direct payment will be made for herbicide treatment as it is considered incidental to the clearing operation.

SUPERVISION BY CONTRACTOR

(9-25-12) Div. 7

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. **The contractor shall communicate in English; the on-site supervisor shall be English-speaking and fully understand the terms and conditions of this contract.**

EROSION, SILTATION AND POLLUTION CONTROL

The provisions of Division 16 shall apply with the following exception:

No direct payment will be made for this work, as the cost of this work shall be included in the various items in the contract.

UTILITY CONFLICTS

(9-25-12) Div. 7

Special care shall be used when 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 his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

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 the construction personnel and the public

TRAFFIC CONTROL

The Contractor shall not impede traffic on roadways while performing this work. The Engineer or his representative will determine if traffic control signing is required. The Contractor shall furnish, erect, and maintain traffic control signing as directed by the Engineer. “Shoulder Work Ahead” signs will be the only signs the Contractor will supply.

The North Carolina Department of Transportation will furnish, install and maintain traffic control for all lane closures.

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08) Z-2

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

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

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

ERRATA

(1-17-12) (Rev. 04-21-15) Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace "Article 107-26" with "Article 107-25".

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete "pipe culverts,".

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: Line 1, replace "(4) Buffer Zone" with "(c) Buffer Zone"; **Line 12,** replace "(5) Evaluation for Potential Wetlands and Endangered Species" with "(d) Evaluation for Potential Wetlands and Endangered Species"; and **Line 33,** replace "(6) Approval" with "(4) Approval".

Division 3

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

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace "sheet pile" with "reinforcement".

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace "30" with "45".

Page 6-10, line 42, Subarticle 609-6(C)(2), replace "Subarticle 609-6(E)" with "Subarticle 609-6(D)".

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competion” with “completion”.

Division 8

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

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.
Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.
Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.
Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.
Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.
Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $\square = \square\square\sqrt{\square} \div \square\square\square, \square\square\square$
Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.
Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

<u>PLANT AND PEST QUARANTINES</u>
(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)
(3-18-03) (Rev. 10-15-13) Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all

equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or *http://www.ncagr.gov/plantind/* to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

MINIMUM WAGES
(7-21-09) Z-5

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

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

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

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

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

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

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

COMPENSATION

All work or items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

All invoices shall be original and submitted to Nannette Fogleman, County Maintenance Engineer for approval. **Statements of all subcontractor payments shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS), they shall be original and in ink.**

Invoices should bear the words "Due Upon Receipt", the company name and address, the "from" and "to" periods" and the REMIT TO address. (Note: Please place the words REMIT TO above this address.)

All invoices and DBE-IS Forms are to be mailed to the Division 7 County Maintenance Engineer's Office:

NCDOT
Attn: Nannette Fogleman
PO Box 766
Graham, NC 27253

The County Maintenance Engineer will approve all invoices and DBE-IS for payment. Invoices not accompanied by a completed DBE-IS form will not be processed.

Payment will not be made until original invoices and DBE-IS forms are received. Faxed invoices will not be processed.

ADDENDA

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

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 _____ By _____

Secretary/Assistant Secretary
Select appropriate title

President/Vice President/Assistant Vice President
Select appropriate title

_____
Print or type Signer's name

_____
Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT 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

_____	By	_____
Signature of Witness		Signature of Partner
_____		_____
Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

_____
Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

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.

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	
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	
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

_____ _____
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.

CONTRACT BID FORM D7POC103

WBS Element: **7.100111, 7.200111**
County: **Alamance County**
Description: **Tree Service As Needed Throughout Alamance County**

Line#	Sect. #.	Item Description	QTY	Unit	Unit Price	Bid Amount
1	SP	Bucket Truck with Operator	200	HR		
2	SP	Chipper with Operator	200	HR		
3	SP	Tow/Haul Vehicle with Operator	200	HR		
4	SP	Loading Equipment with Operator	200	HR		
5	SP	Chainsaw with Operator	800	HR		
6		Flagman/Laborer	1200	HR		
7		Stump Grinding	150	IN		
TOTAL AMOUNT BID						

CONTRACTOR_____

FEDERAL ID: _____

ADDRESS_____

PHONE _____

AUTHORIZED AGENT_____

TITLE _____

SIGNATURE_____

DATE _____

EXECUTION OF CONTRACT

CONTRACT NO: **D7POC1003**
WBS ELEMENT: **7.100111, 7.200111**
COUNTY: **ALAMANCE**
DESCRIPTION: **TREE SERVICE AS NEEDED THROUGHOUT ALAMANCE COUNTY**

ACCEPTED BY THE DEPARTMENT

_____

Proposals Engineer

_____

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

_____

Division Engineer

_____

Date