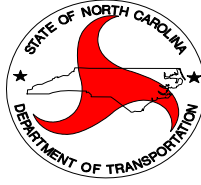


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 7

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: SEPTEMBER 18, 2014 AT 11:00 A.M.

MANDATORY PRE-BID: 10:00 A.M. SEPTEMBER 8, 2014

CONTRACT ID: D7POC082
WBS ELEMENT NO.: 36050.041, 36053.041
COUNTY: GUILFORD COUNTY
MILES: 105.80
ROUTE NO.: VARIOUS
LOCATION: EASTERN GUILFORD
TYPE OF WORK: FULLY OPERATED EQUIPMENT FOR SNOW AND ICE CONTROL ON NON-BARE PAVEMENT ROUTES IN THE EASTERN SECTION OF GUILFORD COUNTY

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**

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PROPOSAL
FOR THE CONSTRUCTION OF

CONTRACT No. D7POC082 IN GUILFORD 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. **D7POC082**; 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 the forms of contract payment bond and contract performance bond; 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 to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. 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. **D7POC082** in **Guilford 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.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

MANDATORY PREBID

In order to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference at:

NCDOT Division 7 Office
1584 Yanceyville Street
Greensboro, NC 27405

The Mandatory Pre-Bid Conference will be held at 10:00 A.M. September 8, 2014.

The pre-bid conference will include a thorough discussion of the contract pay items & special provisions, etc. The meeting will begin promptly at 10:00 a.m.; bid proposals received from Contractors who arrive after 10:00 a.m. will not be considered.

Only bids from those who attend and properly register (sign in, sign out and provide all requested information) at this pre-bid conference will be considered. A bid received from a bidder who did not attend and properly register at this pre-bid conference will not be considered for award.

Requirements for proper registration are as follows:

1. The individual must be an officer or permanent employee of the company represented.
2. The individual attending must sign their name and list the name and address of their company on the official roster within thirty (30) minutes after the conference begins. **Information provided shall be legible.**
3. The individual may represent only one company.
4. **Pre-bid participants SHALL bring a copy of the PROPOSAL with them to the meeting and be familiar with its contents.**

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference. The Contractor SHALL download and print the bid package and review the document thoroughly prior to the pre-bid.

BID PACKAGES WILL NOT BE AVAILABLE AT THE PRE-BID MEETING.

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 shall be grounds for rejection of the bid.

1. **The bid sheet** furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **THE 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 SEPTEMBER 18, 2014.**
13. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION COVERING D7POC082
TO BE OPENED AT 11:00 A.M. ON THURSDAY, SEPTEMBER 18, 2014.
CONTRACTOR'S NAME**

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**CONTRACT TIME AND LIQUIDATED DAMAGES:**

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **October 6, 2014**.

The completion date for this contract is **May 1, 2017**.

PROSECUTION OF WORK

Div. 7

The Contractor shall prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance. 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.

The Contractor's Trucks shall work in pairs. The Contractor will be provided a list of major secondary routes that will be plowed first. Once those routes are completely clear, the Contractor shall begin plowing roads in assigned sections as designated by the engineer. The sections will be assigned during the dry run.

The Contractor shall not perform snow and ice control activities for other entities while employed under this contract until he is released by the Engineer.

CONTRACT QUANTITIES

The contract quantities are estimated quantities established for bid purposes only; actual quantities may vary.

WORK NOTIFICATION

The Engineer will notify the Contractor to mobilize equipment in preparation for work when impending inclement weather is forecast, and/or when timing of precipitation is forecast. The Engineer will notify the Contractor a minimum of four (4) hours before equipment is needed for operation.

WORK AREA

Div. 7

The Eastern section of Guilford County is defined as that area east of and including US 220 North and east of SR 3738 (Alliance Church Road)/ SR 3621 (Appomattox Road) bounded to the east by the Guilford/Alamance County line. The Contractor may be assigned work in other sections of the County upon mutual agreement by the Contractor and NCDOT. Such work will be at the same rate as the eastern section and the "Prosecution of Work" clause found elsewhere in this document will apply.

MAJOR NON-BARE PAVEMENT ROUTES

Northeast Section (Two Contract Trucks)

	Road Name	From	To	Length
NC 61	NC 61	US 70	NC 150	12.31
NC 100	NC 100	US 70	Alamance Co. Line	1.30
NC 150	NC 150	SR 2347 (Lake Brandt Road)	Rockingham Co. Line	15.87
SR 2705	Osceola-Ossipee Road	NC 150	Alamance Co. Line	5.86
SR 2347	Lake Brandt Road	SR 2334 (Air Harbor Road)	Rockingham Co. Line	7.68
SR 1001	Church Street	Peach Orchard Road	Rockingham Co. Line	6.99
SR 2523	Yanceyville Road	Lee's Chapel Road	NC 150	5.51
TOTAL:				55.52

Southeast Section (Two Contract Trucks)

	Road Name	From	To	Length
NC 61	NC 61	NC 62	US 70	7.44
NC 62	NC 62	SR 1006 (Liberty Road)	Alamance Co. Line	9.03
NC 22	NC 22	NC 62	Randolph Co. Line	0.5
SR 1005	Alamance Church Road	Alamance Co. Line	Greensboro City Limits	14.74
SR 3330	Southeast School Road	SR (1005) Alamance Church Road	SR 3389 (Woody Mill Road)	4.36
SR 3389	Woody Mill Road	SR 3381 (Monnett Road)	US 421	3.00
SR 3549/1006	Liberty Road	Randolph County Line	South City Limits of Greensboro	11.21
TOTAL:				50.28

COOPERATION WITH STATE FORCES AND OTHERS

1-22-2009

DDC-7.

The Contractor shall adhere to Section 105 of the *Standard Specifications* and the following:
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.

This contract is for storm related recovery work. The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

TERMINATION FOR CONVENIENCE

If for any reason the Department finds it necessary to terminate the contract, the Contractor shall be given a written notice at least 60 days before termination. In the event of termination, the Contractor will be paid for any completed work and a prorated portion of the Outfitting Fee will

be refunded to the Department, as described in the Special Provision of this contract titled “Outfitting Fee”.

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)	30 % of Total Amount Bid
2016	(7/01/15- 6/30/16)	33 % of Total Amount Bid
2017	(7/01/16 - 6/30/17)	37 % of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2012 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

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 - ROADWAY

EQUIPMENT REQUIREMENTS

Div. 7

The Contractor shall provide the following types of equipment:

- A minimum of four (4) pick-up trucks with a minimum one ton payload capacity with operators, equipped with 8 ft. minimum snowplow.
- A minimum of one (1) vehicle, with a supervisor, equipped with a Global Positioning System (GPS) with a monitoring software subscription, and a Roadway surface temperature monitoring system compatible with the GPS system.

All trucks provided by the Contractor shall be equipped with permanent mounted Global Positioning Devices (GPS). The GPS units shall be accompanied with an annual monitoring subscription that will begin and cover the period between October 15 and April 15 of each year. The GPS unit and monitoring subscription shall demonstrate the following capabilities.

- Generate reports in a spreadsheet format
- Generate mapping
- Report every 30 sec.
- Turn by turn tracking
- Plow and Spreader control
- Internet monitoring with NCDOT Management access
- Ability to track vehicle operating speed
- Software must send alert via email or text message when desired speed has been exceeded
- Software or web application must be capable of Zone Assignments and notification
- Tampering alert notification
- Battery backup system

Upon approval of the Engineer, the Contractor may provide additional units in accordance with the terms and conditions of this contract.

All snowplows provided under this agreement shall be hydraulic powered, reversible, hydraulic angling, moldboard type plows, with a dual trip spring assembly, which will automatically return the plow to the normal plowing position. The trip spring assembly is intended to reduce the potential for damage to the plowing equipment resulting from contact with roadway features, such as, but not limited to, bridge joints, manholes and valve boxes. The Department will not be responsible for damage to the Contractor's equipment.

The trucks, snowplows and GPS units will be inspected and approved by the Engineer during the scheduled dry run(s) and periodically during the life of the contract. If, at any time, the Engineer finds that the equipment is not satisfactory, or has not been maintained in operating condition, the Contractor shall repair or replace the unsatisfactory equipment at the Contractor's cost.

Operators of all trucks shall possess an approved Driver's License of the appropriate class, and the Contractor shall provide 2 or more operators, per piece of equipment provided under this agreement, to operate 24 hours per day during a storm event. Operators are limited to a maximum 12-hour shift within a 24-hour period.

All trucks provided by the Contractor shall be equipped with warning lights visible from 360 degrees in accordance with NCDOT standards. All trucks shall have headlights mounted to provide forward lighting over the snowplow and shall be adjusted to minimize glare. Communication devices shall be located in each piece of equipment to accommodate continuous communication between operators and the Contractor's designated supervisor. Each vehicle shall be equipped with a set of tire chains for at least one drive axle and shall be weighted properly to maximize traction for the vehicle.

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, snow plow blades, tire chains, equipment repairs, and communication equipment, etc. The Contractor will be compensated for equipment operation and incidentals at the Equipment Operating Rate define elsewhere in this contract.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire and acts of God) arising out of, or relating to, work performed under this agreement.

EQUIPMENT OPERATING RATE FOR SNOW AND ICE REMOVAL

Div. 7

The Contractor shall furnish the Department of Transportation the fully operated equipment described in this contract as needed during inclement weather to perform snow and ice control activities at times and locations in Eastern Guilford County, as directed by the Engineer.

This equipment operating rate for snow and ice removal shall be full compensation for labor, equipment, and incidentals necessary to complete the work. As stated in the Contract Time provision of this contract, the Equipment Operating Rate for Snow and Ice Removal will be increased three (3) percent each year period.

Year 1	\$81.95
Year 2	\$84.40
Year 3	\$86.94

Measurement and Payment

Equipment Operating Rate for Snow and Ice Removal will be measured and paid for as the actual number of hours of satisfactory operation. All charges shall be determined to the nearest one-quarter (1/4) hour based upon the time the equipment was in actual productive operation or authorized stand-by time. The Contractor will not be paid for downtime due to meals, equipment failure, accidents, or other conditions. **Only the year one price will be shown on the bid sheet. The price increases for subsequent years two and three will be shown on the Purchase Order when it is renewed.**

Payment will be made under:

Pay Item

Equipment Operating Rate for Snow and Ice Removal

Pay Unit

\$81.95 per HR

MOBILIZATION AND DEMOBILIZATION

Div. 7

Mobilization and Demobilization for each piece of equipment in each weather event will be paid three (3) hours at the same rate for "Equipment Operating Rate for Snow and Ice Removal". These three hours will be paid as additional operating hours for each piece of fully operated equipment provided under this contract and shall be considered full compensation for all costs to mobilize and demobilize the equipment provided under this contract. Mobilization shall include rigging the truck with the specified appurtenances and having the trucks ready for operation (plowing) at the designated Department facility. Demobilization shall include the cleanup of the trucks and appurtenances at the conclusion of the current storm event and unrigging the specified appurtenances from the dump trucks.

Year 1	\$81.95
Year 2	\$84.40
Year 3	\$86.94

Measurement and Payment

Mobilization and Demobilization will be measured and paid for as 3 hours of additional Equipment Operation. **Only the year one price will be shown on the bid sheet. The price increases for subsequent years two and three will be shown on the Purchase Order when it is renewed.**

Payment will be made under:

Pay Item

Mobilization and Demobilization

Pay Unit

\$81.95 per HR

TRAINING

Div. 7

The Department of Transportation will provide training session(s) to familiarize all of the Contractor's personnel (both operators and supervisors) with the Department's snow removal and ice control methods, equipment, and assigned routes. Training sessions consist of classroom style instruction on snow removal and ice control methods and materials, snowplow operation and safety issues. Training session(s) will be scheduled and completed as determined by the Engineer and the Contractor will be given a minimum two (2) weeks notice of scheduled training sessions.

Measurement and Payment

Payment for training session(s) will be at the rate of **\$25.00** per hour for each person in attendance. The Department will pay the Contractor for a maximum of two (2) operators per piece of equipment provided under this agreement and for a number of Contractor supervisors as determined by the Engineer. Payment will only be made for regularly scheduled training sessions provided by the Department of Transportation. No payment will be made for training provided to the Contractor's personnel due to operator or supervisor turnover or absence from regularly scheduled training.

Payment will be made under:

Pay Item	Pay Unit
Training	\$25.00 per HR

DRY RUN/CALIBRATION

Div. 7

The Department of Transportation will conduct dry run(s) to familiarize all of the Contractor's personnel (both operators and supervisors) with snow removal and ice control methods, equipment, and assigned routes. At a dry run, equipment is inspected and routes are reviewed and driven for operators to note potential plowing patterns and changes. Dry run(s) will be scheduled and completed as determined by the Engineer; typically, dry run(s) are held during the months of October and November each year. The Department will provide the Contractor with a minimum two (2) weeks notice of scheduled dry runs.

Measurement and Payment

Payment for dry run(s) will be at the "*Equipment Operating Rate for Snow and Ice Removal*" for each piece of fully operated equipment used in the dry run(s). The Contractor will also receive compensation for mobilization/demobilization as described in this contract. **Only the year one price will be shown on the bid sheet. The price increases for subsequent years two and three will be shown on the Purchase Order when it is renewed.**

Payment will be made under:

Pay Item	Pay Unit
Dry Run/Calibration	\$81.95 per HR

OUTFITTING FEE

Div. 7

A capital recovery fee for the investment and administrative costs associated with the purchase, installation, maintenance and storage of the trucks and equipment (snow plows, plow blades, etc.) specified herein will be paid to the Contractor. All equipment covered by this pay item will remain the property of the Contractor upon the expiration or termination of the contract.

If, at any time, the Engineer finds that the equipment is not satisfactory, or has not been maintained in operating condition, the Contractor shall repair or replace the unsatisfactory equipment at the Contractor's cost. If the Contractor does not repair or replace the equipment within a reasonable timeframe, as established by the Engineer, this shall constitute grounds for termination of the contract and the Department will invoice the Contractor for the repayment of all or a portion of, the outfitting fees paid for said equipment. The amount to be reimbursed will be prorated based upon the number of calendar days between the date of acceptance of the equipment and April 15 of the following year.

Measurement and Payment

One payment, at the contract unit bid price for each properly outfitted Plow Truck provided will be made to the Contractor for each of the three years of this contract. Payments for this item will be made upon satisfactory inspection, and the completion of all scheduled training sessions and dry runs established by the Engineer. If the Contractor has a

properly outfitted plow and truck ready for inspection prior to the training session and dry run, the Engineer may approve the payment of the Outfitting Fee. Payment for Dry Run and Training will be made at their completion.

Payment will be made under:

Pay Item	Pay Unit
Outfitting Fee	EA

OUTFITTING FEE-GLOBAL POSITIONING SYSTEM (GPS)

The Outfitting Fee for the GPS units will be paid in one payment to the Contractor in the amount of One Hundred percent(100%) of the unit bid price on the first year of the contract. Only one payment will be made for the GPS.

Payments for these items will be made upon satisfactory inspection and the completion of all scheduled training sessions and dry runs established by the Engineer. The GPS units with monitoring software will be inspected and approved by the Engineer during the scheduled dry run(s). The Engineer will also periodically inspect all equipment provided. If at any time the Engineer finds that the equipment is not satisfactory, or has not been maintained in operating condition, the Contractor will repair or replace the unsatisfactory equipment at the Contractor's cost. If the Contractor does not repair or replace the equipment within a reasonable timeframe, as established by the Engineer, this shall constitute grounds for termination of the contract. The Department will invoice the Contractor for any Outfitting Fees paid for said GPS equipment. All equipment covered by this pay item will remain the property of the Contractor upon the expiration or termination of the contract. Costs associated with the maintenance and repair of the equipment and appurtenances shall be considered incidental to the operating costs of the equipment.

Pay Item	Pay Unit
GPS Equipment Outfitting Fee	EA

GLOBAL POSITIONING SYSTEM (GPS) MONITORING SOFTWARE SUBSCRIPTION

A fee will be paid for GPS monitoring software subscription. The unit bid price will cover service from October 15th-April 15th of each of the optional, renewable three (3) years of the contract. If, at any time, the Engineer finds that the monitoring software subscription does not satisfactorily meet the requirements set forth in this contract, or is not in operation for the specified time frame, the Contractor shall update or renew the GPS monitoring software system at the Contractor's expense. If the Contractor does not update or renew the monitoring software system within a reasonable timeframe, as established by the Engineer, this shall constitute grounds for termination of the contract. The Department will invoice the Contractor for any fee paid for said GPS monitoring software system subscription. All software covered by the pay item will remain the property of the Contractor upon the expiration or termination of the contract. Costs associated with the updating of the monitoring software shall be considered incidental to the operating costs of the equipment

The GPS Monitoring Software will be inspected and approved by the Engineer during the scheduled dry run(s). The Contractor is responsible for training his personnel and the Engineer or his designated representative in the use of the monitoring software. The Engineer will periodically inspect the software provided. If, at any time, the Engineer finds that the monitoring software is not operating, the Contractor shall repair or replace the software at the Contractor's cost. If the Contractor does not repair or replace the software within a reasonable timeframe, as established by the Engineer, this shall constitute grounds for termination of the contract and the Department shall invoice the Contractor for the repayment of all or a portion of fees paid for said use of said software. The amount to be reimbursed will be prorated based upon the number of calendar days between the date of acceptance of the equipment and April 15 of the following year.

Measurement and Payment

One payment, at the contract unit bid price for each properly outfitted and accepted Plow and Spreader Truck provided., will be made to the Contractor for each of the three years of this contract. Payments for this item will be made upon satisfactory inspection, and the completion of all scheduled training sessions and dry runs established by the Engineer.

Payments for the Outfitting Fee for years two and three will be at the same unit price bid for year one.

Pay Item

GPS Monitoring Software Subscription Fee

Pay Unit

EA

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. 1-21-14)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

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

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

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

Division 3

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

Division 4

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

Division 6

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

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

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

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

Division 8

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

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

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

Revise the *2012 Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES

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

(3-18-03) (Rev. 10-15-13)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.

2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

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 the District 2 District 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 District 2 Engineer's Office:

NCDOT
Attn: District 2 District Engineer
PO Box 14996
Greensboro, NC 27415

The District 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.

ADDENDUM(S)

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

CONTRACT LINE ITEMS AND SIGNATURE SHEETS

WBS ELEMENT: 36050.041 & 36053.041
 COUNTY Guilford
 DESCRIPTION Provide Fully Operated Equipment for Snow and Ice Control on Non-Bare Pavement Routes in Eastern Guilford County

Item	Sec	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT
1	SP	Equipment Operating Rate for Snow and Ice Removal	550	HR	\$81.95	\$45072.50
2	SP	Mobilization and Demobilization	48	HR	\$81.95	\$3933.60
3	SP	Training	16	HR	\$25.00	\$400.00
4	SP	Dry Run/Calibration	12	HR	\$81.95	\$983.40
5	SP	Outfitting Fee	4	EA		
6	SP	Outfitting Fee - for Global Positioning System (GPS)	5	EA		
7	SP	Global Positioning System Monitoring Subscription	5	EA		
TOTAL ESTIMATED BID AMOUNT :					\$0.00	

CONTRACTOR _____ FEDERAL ID: _____

ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____

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

_____ 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 _____ 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**

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Member/Manager/Authorized Agent
Select appropriate title

_____ Print or type Signer's name

_____ Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
_____ day of _____ 20__.

NOTARY SEAL

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

Signature of Witness or Attest
Print or type Signer's name
If Corporation, affix Corporate Seal
By
Signature of Contractor
Print or type Signer's name
and
Signature of Witness or Attest
Print or type Signer's name
If Corporation, affix Corporate Seal
and
Signature of Witness or Attest
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 _____
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

D7POC082

30

Eastern Guilford County

CONTRACT ID: D7POC082
WBS ELEMENT NO.: 36050.041, 36053.041
COUNTY: GUILFORD COUNTY
MILES: 105.80
ROUTE NO.: VARIOUS
LOCATION: EASTERN GUILFORD
TYPE OF WORK: FULLY OPERATED EQUIPMENT FOR SNOW AND ICE CONTROL ON NON-BARE PAVEMENT ROUTES IN THE EASTERN SECTION OF GUILFORD COUNTY

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Division Engineer

Date