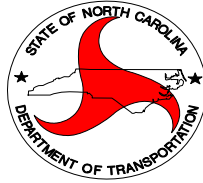


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION 7

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

**DATE AND TIME OF BID OPENING: JANUARY 18, 2018 AT 2:00 P.M.**

**MANDATORY PRE-BID: 9:30 A.M. JANUARY 4, 2018**

**CONTRACT ID: D7POC214**

**WBS ELEMENT NO.: 7RE.107913**

**COUNTY: ROCKINGHAM COUNTY**

**MILES: 33.1 MILES**

**ROUTE NO.: US 220 MEDIAN AND FREEWAY DRIVE MEDIAN AND  
OUTSIDE SHOULDERS**

**TYPE OF WORK: SPECIALTY MOWING**

---

**NAME OF BIDDER**

---

**ADDRESS OF BIDDER**

**RETURN BIDS TO:**

**N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 7  
ATTN: CAROLYN T. HUSKINS  
1584 YANCEYVILLE STREET  
GREENSBORO, NC 27415-4996**

## PROPOSAL FOR THE CONSTRUCTION OF

## CONTRACT No. D7POC214 IN ROCKINGHAM 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. **D7POC214**; 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 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 2018 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. **D7POC214** in **Rockingham 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 2018* 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.

**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 9:30 A.M. January 4 2018 in the Program Management Conference room.**

The pre-bid conference will include a thorough discussion of the contract pay items & special provisions, etc. The meeting will begin promptly at 9:30 a.m.; bid proposals received from Contractors who arrive after 9:30 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.**

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**INSTRUCTIONS TO BIDDERS**

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

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

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid on behalf of the bidder and position or title held.
  - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT:  
1584 YANCEYVILLE STREET  
GREENSBORO, NC 27405  
BY 2:00 P.M. ON, JANUARY 18, 2018.**
11. The sealed bid must display the following statement on the front of the sealed envelope:  
**QUOTATION FOR – Contract D7POC214  
TO BE OPENED AT 2:00 P.M. ON, JANUARY 18, 2018**

**CONTRACTOR'S INFORMATION**

## PROJECT SPECIAL PROVISIONS - GENERAL

### GENERAL

This contract is for specialty mowing in the median of US 220 and Freeway Drive median and outside shoulders in Rockingham County. The work shall include furnishing all equipment, tools, materials, transportation, and labor necessary for the prosecution and completion of the work. Work consists of mowing grass, and trimming grass along roadsides and adjacent to guardrail and other appurtenances as directed by the Engineer

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

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 2018 Specifications for Roads and Structures* dated, and Drawings contained in the applicable sections of the North Carolina Department of Transportation's *Roadway Standard 2018 Drawings* dated shall apply.

The published volume entitled *North Carolina Department of Transportation, Standard 2018 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*.

### BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

### 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, 2018**.

The completion date for this contract is **March 31, 2019**.

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract.

### **BASIS OF AWARD**

(6-10-2012)

Div. 7

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 should reflect actual costs; unbalanced bids may be rejected per the *Standard Specifications for Roads and Structures Article 102-14.***

### **TERM OF CONTRACT:**

(9-25-12)

DIV. 7

**This contract shall be effective for one (1) contract period. The contract period will last from the date of availability 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 four (4) one (1) year extensions with a 3% increase in unit prices with each extension. All other terms and conditions as stated herein remain the same.**

The Engineer will notify the Contractor in writing 30 days 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 15 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.

### **PROSECUTION OF WORK**

(6-10-2012)

Div. 7

The Contractor will be required to prosecute the work of each notification in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. 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 in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$250.00** will be charged the Contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. **Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that are chargeable due to failure to begin the work on time**



**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.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SPI G14 A

**The Contractor shall not close a lane of traffic at any time.** The Contractor's shall not work between the hour of 5:30 p.m. and 7:00 a.m. **No work shall be performed on weekends or State holidays.** Work shall only be performed when visibility and conditions allow for safe operations. Liquidated damages for this contract are **Two Hundred Fifty Dollars (\$250.00)** per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

**INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:**

(2-20-07) (Rev. 6-18-13)

108

SPI G14 H

The Contractor shall complete **six cycles** of median vegetation management. The Contractor will be notified when to begin the work of each cycle.

The date of availability for this intermediate contract time is the date that is five (5) consecutive calendar days after the Engineer notifies the Contractor to begin a cycle.

**The completion date for this intermediate contract time is the date which is Fourteen (14) consecutive calendar days (two weeks) after and including the date of the beginning of this Intermediate Contract Time.**

The liquidated damages are **Two Hundred Fifty Dollars (\$250.00)** per calendar day.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07)

104

SPI G31

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

**NO SPECIALTY ITEMS:**

(7-1-95)

108-6

SPI G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

**SUBSURFACE INFORMATION:**

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

**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.

**PROJECT SPECIAL PROVISIONS****VEGETATION MANAGEMENT**

The Contractor shall be responsible for litter pickup, mowing, trimming and cutting all vegetation in the median of US 220 in the following location: From the beginning of the guardrail near NC 68 to the end of the guardrail near the Virginia State Line. Vegetation Management shall be performed from edge of pavement to edge of pavement. The width of the median varies from approximately 15 feet to approximately 25'. The distance between guardrails ranges from approximately 5' to 25'. Specialized hand mowing will be required around or under fixed objects, including but not limited to guardrail, signs, bridges, barriers and slopes as directed by Engineer.

The Contractor will be responsible for litter pickup, mowing, trimming and cutting all vegetation in the median and the outside shoulders of Freeway Drive from the intersection of NC 86 and Business 29 to the intersection of Business 29 and NC 14.

Operators shall wear an approved ANSI compliant Class II safety vest, shirts, long pants and ANSI compliant Safety glasses while working within the state highway right of way.

**The Contractor shall start on one end of the project and proceed along the project until all work in a cycle is complete. The Contractor shall keep all personnel and equipment working in the same area. The Contractor shall pick-up and bag all trash in the work area prior to beginning mowing.** The Contractor shall work in one area until all work in that area is complete. The Contractor shall not move personnel or equipment to other areas until all work in the current work area is complete.

It is expected that there will be six cycles of Median Vegetation Management. The Department, at its option, may reduce or increase the number of cycles. The Contractor shall

have no claim against the Department if the quantity is increased or decreased. There shall be no adjustment in unit price in either case. No lanes of US 220 may be closed at any time.

### **STRING TRIMMER**

String trimmers shall be commercial grade, gasoline powered units with a minimum cut diameter of 17". All original equipment safety devices shall be in place. The engineer may reject any equipment that is not operating in a satisfactory manner.

Operators shall be skilled in the operation of the string trimmer and shall follow OSHA guidelines. Operators shall wear vision and hearing protection and clothing to provide sufficient protection from flying chips etc. Operators shall wear an ANSI compliant Class II safety vest, closed-toe shoes, shirts with sleeves and long pants.

### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

Measurement will be made per linear foot of properly trimmed shoulder. Trimming around and under signs will be measured according to the following chart:

<b>Sign Type</b>	<b>Sign Size</b>	<b>Trim area</b>	<b>Equivalent measurement</b>
Single Post Sign	2' X 2'	4 sqft =	4 lft
Double Post Sign (Small)	2' X 4'	8 sqft =	8 lft
Double Post Sign (Big)	2' X 8'	16 sqft =	16 lft
Triple Post Sign	2' X 12'	24 sqft =	24 lft

Slopes will also be measured by square feet and entered as linear feet.

No separate measurement will be made for trimming under single u-channel post signs or single trees as such trimming will be considered part of the per linear foot payment.

The Contractor or his representative must sign daily log sheets prepared in duplicate by the Engineer (listing the dates, hours, descriptions, and locations of all work performed) before payment can be made. Travel time shall not be paid.

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

**Pay Item**  
String Trimming,

**Pay Unit**  
LFT

### **MOWERS**

Mowers shall be commercial grade, of a size and type that will allow the Contractor to work between the guardrails. Several types of mowers may be required in order to perform the work in

a satisfactory manner. All original equipment safety devices shall be in place. The engineer may reject any equipment that is not operating in a satisfactory manner.

Operators shall be skilled in the operation of the mowers and shall follow OSHA guidelines. Operators shall wear vision and hearing protection and clothing to provide sufficient protection from flying chips etc. Operators shall wear an ANSI compliant Class II safety vest, closed-toe shoes, shirts with sleeves and long pants.

### **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

For Mowing and Litter Pickup, measurement will be made along one shoulder of the roadway for the area that has been satisfactorily completed from edge of pavement to edge of pavement. One measurement will be made for each mile of median.

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

<b>Pay Item</b>	<b>Pay Unit</b>
Mowing	MI
Litter Pickup	MI

### **OTHER EQUIPMENT**

(2-4-2013)

Div. 7

The Contractor shall provide other equipment as needed to manage vegetation in the median. The Contractor is strongly encouraged to familiarize himself with the project prior to bidding to determine the equipment, personnel and tools required to perform the work.

### **MOBILIZATION AND DEMOBILIZATION**

(9-25-12)

Div. 7

No payment for mobilization or demobilization.

### **RESPONSIBILITY FOR DAMAGE CLAIMS**

(9-25-12)

Div. 7

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performing of the contract.

### **PROTECTION AND RESTORATION OF PROPERTY**

(9-25-12)

Div. 7

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

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he/she shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

### **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.**

### **UTILITY CONFLICTS**

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 personnel and the public.

**PROJECT SPECIAL PROVISIONS – TRAFFIC CONTROL****TRAFFIC CONTROL AND WORK ZONE SAFETY**

(Rev. 9-25-12)

Div. 7

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

**The Contractor shall not close a lane of traffic at any time.**

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the *Manual of Uniform Traffic Control Devices* (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

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

**No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.**

**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 *2018 Standard Specifications*.

### **ERRATA**

(1-16-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

#### **Division 7**

**Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT**, replace article number “725-1” with “724-1”.

### **PLANT AND PEST QUARANTINES**

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

(3-18-03) (Rev. 12-20-16)

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, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> 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, emerald ash borer, 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 Ken Taffer, Roadside Environmental 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: K. A. Taffer, Roadside Environmental Engineer  
PO Box 14996  
Greensboro, NC 27415-4996

The Roadside Environmental 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, \_\_\_\_\_  
(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.

**ITEMIZED PROPOSAL FOR CONTRACT NO. D7POC214**

**WBS Element:** 7RE.107913  
**County:** Rockingham County  
**Description:** Specialty Median Mowing on US 220 and Median and Outside Shoulder Mowing on Freeway Drive

Line No.	Sec	DESCRIPTION	QTY	# Cycles	UNIT	UNIT PRICE	AMOUNT BID
1		Mowing	33.1	6	Miles		
2		Weed Eating	194591	6	LF		
3		Litter Pickup	33.1	6	Miles		
<b>TOTAL AMOUNT BID</b>							

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

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

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

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
(Select appropriate title) (Select appropriate title)

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

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

**CORPORATE SEAL**

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

**PARTNERSHIP**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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.

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**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

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

By

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

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

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

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

**LIMITED LIABILITY COMPANY**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

\_\_\_\_\_  
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

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

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

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

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Name of Prequalified Bidder

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

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

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

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

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

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



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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bonafide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_  
Print or type name

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

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

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

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

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

**DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER**

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 that is file 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.

**EXECUTION OF CONTRACT**

**Contract No: D7POC214**

**County: Rockingham County**

ACCEPTED BY THE DEPARTMENT

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**Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

**Division Engineer**

---

Date