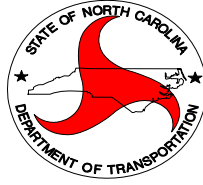


**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**



**DIVISION 7
CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE**

DATE AND TIME OF BID OPENING: FEBRUARY 1, 2018 AT 2:00 P.M.

CONTRACT ID: D7POC219

**WBS ELEMENT NO.: 7.106811, 7.106831, 7.206811, 7RE.106831, 7RE.106811,
7RE.206811 and 7RE.206821**

COUNTY: ORANGE COUNTY

ROUTE NO.: VARIOUS STATE MAINTAINED ROADS

TYPE OF WORK: TREE SERVICE AS NEEDED

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 27405**

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. D7POC219 IN ORANGE 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. **D7POC219**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. 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. **D7POC219** in **Orange 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.

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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.

TRADITIONAL PAPER BIDS:

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, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
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, BY 2:00 P.M. ON, February 1, 2018.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR – D7POC219 TO BE OPENED AT 2:00 P.M. ON, February 1, 2018.

12. 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
ATTN: Carolyn T. Huskins
1584 Yanceyville Street
Greensboro, NC 27405**

PROJECT SPECIAL PROVISIONS**GENERAL****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.

DIVISION LET CONTRACT PREQUALIFICATION - SBE:

(07-01-14)(6-1-15)

SPD 01-410

The contractor and/or subcontractor(s) shall be prequalified in the work code(s) for they will complete. Any contractor identified as working outside their expertise will be considered in default of contract.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

The date of availability for this contract is **February 26, 2018**.

The completion date for this contract is **February 25, 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. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$ 500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining, and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **any 2-lane road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday from sunset to sunrise and as directed by the Engineer
And
Sunset Friday until Sunrise Monday**

In addition, the Contractor shall not close or narrow a lane of traffic on **any 2-lane road** , detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **9:00 a.m.** December 31st and **4:00 p.m. or as directed** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **4:00 p.m. or as directed** the following Tuesday.
3. For **Easter**, between the hours of **9:00 a.m.** Thursday and **4:00 p.m. Monday or as directed.**
4. For **Memorial Day**, between the hours of **9:00 a.m.** Friday and **4:00 p.m. Tuesday or as directed..**
5. For **Independence Day**, between the hours of **9:00 a.m.** the day before Independence Day and **4:00 p.m.** the day after Independence Day or as directed.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **9:00 a.m.** the Thursday before Independence Day and **4:00** the Tuesday after Independence Day or as directed.
6. For **Labor Day**, between the hours of **9:00 a.m.** Friday and **4:00 p.m.** Tuesday or as directed.
7. For **Thanksgiving Day**, between the hours of **9:00 a.m.** Tuesday and **4:00 p.m.** Monday or as directed.
8. For **Christmas**, between the hours of **9:00 a.m.** the Friday before the week of Christmas Day and **4:00 p.m. to** the following Tuesday after the week of Christmas Day or as directed.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures will not be required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 C

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on any multi-lane road during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday 4:00 p.m. to 9:00 a.m. and as directed,
and Friday until Sunrise Monday**

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

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 two (2) one (1) year extensions. There will be a 3% increase in unit prices each year the contract is renewed. 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.

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 102-15.

EMERGENCY MOBILIZATION

(9-25-12)

DIV. 7

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

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

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G 15R

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.

Upon notification by the Engineer, the Contractor shall begin work within 7 calendar days.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$500.00** 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 may become chargeable due to failure to complete 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.

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 *2018 Standard Specifications*).

SUBSURFACE INFORMATION:

(7-1-95)

450

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

MAINTENANCE OF THE PROJECT:

(11-20-07) (Rev. 1-17-12)

104-10

SP1 G125

Revise the *2018 Standard Specifications* as follows:

Page 1-39, Article 104-10 Maintenance of the Project, line 25, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-39, Article 104-10 Maintenance of the Project, line 30, add the following as the last sentence of the first paragraph:

The Contractor shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.*

Page 1-39, Article 104-10 Maintenance of the Project, lines 42-44, replace the last sentence of the last paragraph with the following:

The Contractor will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail/guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail/guiderail. Performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

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-TREE SERVICE**GENERAL**

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

All materials and workmanship shall be in accordance with the following:

The published volume entitled North Carolina Department of Transportation, Raleigh, 2018 *Standard Specifications for Roads and Structures*, with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in the contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

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

CONTRACTOR'S OPERATIONS PLAN

(9-25-12)

Div . 7

The Contractor shall use sound and established arboricultural principles for pruning and removal trees of various size, number and condition as identified by the Engineer. The Contractor shall utilize power and hand tools, aerial bucket trucks, skilled climbers, powered self-propelled equipment or combination thereof in order to complete a specified project.

All trimmings, laps, brush, debris, or other vegetative material produced by the operations shall be chipped and disposed of by the Contractor as directed by the Engineer. Wood chips shall become the property of the contractor. Upon approval by the Engineer chips may be spread within the highway right of way so as not to interfere with drainage, sight distances, or turf growth. No burning or burying will be allowed on the highway's rights of way. All other trash shall be disposed at an approved public landfill at the Contractor's expense before payment is made.

The Contractor is to perform work approved by the Engineer only. Work performed on adjacent property is prohibited.

Any damage to adjacent vegetation, shoulders, medians, lawns, fences, signs, paved areas, or other facilities shall be repaired and/or replaced to the satisfaction of the Engineer and at the Contractor's expense.

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

PERSONNEL & EQUIPMENT

(9-25-12)

Div. 7

At the request of the Engineer, the Contractor shall furnish to the Department of Transportation the following crews as described below in quantities as may be needed from time to time by the Department of Transportation and for such periods as may be necessary.

Tree Service Crew

- 1 Bucket Truck with Operator
- * 2 Chainsaws with Operator
- 4 Flagman/ Laborers

Chipper Crew

- 1 Chipper with Operator
- 1 Tow/Haul Vehicle with Operator
- 2 Chainsaws with Operator
- 4 Flagmen/Laborers

Combination Crew

- 1 Bucket Truck with Operator
- 1 Chipper with Operator
- 1 Tow/Haul Vehicle with Operator
- 1 Loading Equipment with Operator
- * 2 Chainsaws with Operator
- 4 Flagmen Laborers

*** The Contractor shall provide a minimum of 1 chainsaw operator properly trained and equipped to perform tree climbing per crew.**

If the Contractor, in his opinion, determines that an alteration to crew size or make up may be necessary or desirable, he shall notify the Engineer prior to performing such work. The Engineer will investigate the request and notify the Contractor of his determination. The contractor shall not modify the crew size or make up without authorization of the Engineer. No contract adjustments or additional compensation will be allowed for crew alterations.

All personnel shall adhere to all OSHA guidelines. Personnel shall wear vision and hearing protection as required. All personnel shall wear an approved orange safety vest, work boots, shirts with sleeves and long pants. An approved orange shirt may be worn in lieu of a safety vest.

Workers shall use all required personal protective equipment. Workers or operators shall not wear any loose clothing or jewelry. If any clothing, vest, or jewelry can become entangled in the moving parts of the chipper it shall be removed prior to the chipping operation.

Workers shall possess the appropriate licenses and skills for the equipment used and tasks assigned.

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

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

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

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

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

Chipper with Operator - Chippers shall be rated to accommodate a minimum trunk diameter of 18". All original equipment manufacturer (OEM) safety devices and guards shall be in place and functional. Operators shall be fully trained and qualified to operate the machine. Chippers found to be in unsafe condition shall be removed from the project until repairs are made.

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

Loading Equipment with Operator - Loading equipment shall be self-propelled equipped with rubber tires and shall have a minimum capacity of $\frac{3}{4}$ CY. The loading attachment shall be of a "4-in1" or grapple design capable of opening to grasp logs and debris. The equipment will be equipped with operable amber warning lights and backup alarm. Equipment found to be without a functioning back up alarm shall be removed from the project until repairs are made. The contractor,

at his option, may provide either a rubber tired loader or rubber tired backhoe, or boom truck for use in this project.

Chainsaw with Operator - Upon request of the Engineer, the contractor shall provide qualified operators with chainsaws. The operators must be skilled in the operation of the chainsaw and must follow OSHA guidelines. Operators must wear vision and hearing protection, chaps and clothing to provide sufficient protection from flying wood chips etc.

Climbers shall be properly trained and shall utilize all necessary rigging, lanyards and other required safety equipment for climbing activities in accordance with all applicable OSHA guidelines

Chainsaws shall be commercial grade, gasoline powered units with a minimum bar length of 18". All original equipment safety devices shall be in place. The Engineer may reject any equipment that is not operating in a satisfactory manner.

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

Measurement and Basis of Payment

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

Payment shall be made under the following contract items:

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

STUMP GRINDING

(9-25-12)

Div. 7

Upon direction of the Engineer, the contractor shall grind tree stumps to an elevation of 6 inches below the existing ground surface. The contractor shall conduct his operations so as to minimize disturbance of the surrounding area. The contractor shall remove all debris generated by his operations and shall backfill all voids created by the grinding operation flush to the surrounding ground elevation.

Measurement and basis of payment

Measurement and payment for the work of stump grinding shall be for each inch of the trunk diameter or portion thereof of tree stumps satisfactorily ground and backfilled. Measurement shall be made across the top of the stump at the widest location prior to grinding. Measurement shall be made the nearest ½ inch. Payment for the item of “Stump Grinding” shall be full compensation for all labor equipment and material necessary to satisfactorily perform the work. No separate payment shall be made for equipment or labor engaged in stump grinding.

Payment shall be made under the following contract items:

Pay Item	Unit
Stump Grinding	IN

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 employee shall be fluent in speaking and understanding English.

EROSION CONTROL:

(9-25-12)

Div. 7

The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. In the event that the Contractor's operations create erodible surfaces, the Contractor shall install appropriate erosion control devices as determined by the Engineer.

Erosion Control devices may include but shall not be limited to seeding and mulching, Silt Fence, Erosion Control Stone and Sediment Control Stone.

No direct payment shall be made for erosion control items or installation, as they shall be considered incidental to other contract items.

UTILITY CONFLICTS

(9-25-12)

Div. 7

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

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

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

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

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

NCDOT
Attn: Tommy Byrd, CME
2122 Clarence Walters Road
Hillsborough, NC 27278

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

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

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 7-15-14)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to attached details and Standard Drawing No. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *2018 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the Moving Operation Caravan Details according to Roadway Standard Drawing No. 1101.02, sheet 11 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Maintain vehicular access in accordance with Article 1101-14 of the *2018 Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

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(D) of the *2018 Standard Specifications*.

ERRATA

(2-12-18)

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 “724-4”.

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number “725-1” with “725-3”.

Division 10

Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS, replace article number “1080-50” with “1080-10”.

Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, replace article number “1080-61” with “1080-11”.

Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, replace article number “1080-72” with “1080-12”.

Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES, replace article number “1080-83” with “1080-13”.

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.

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at

least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

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. D7POC219

WBS 7.106831 7.206811 ,7.106811,
 ELEMENT: 7RE.106831, 7RE. 106811,
 COUNTY: 7RE.206811, 7RE.206821
 Orange
 Tree Services As Needed At Various
 DESCRIPTION: Locations

Line No.	Sec	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT
1	SP	Bucket Truck with Operator	200	HR		
2	SP	Chipper with Operator	200	HR		
3	SP	Tow/Haul Vehicle with Operator	200	HR		
4	SP	Loading Equipment with Operator	200	HR		
5	SP	Chainsaw with Operator	800	HR		
6	SP	Flagman/Laborer	1200	HR		
7	SP	Stump Grinding	150	IN		
TOTAL BID AMOUNT						

EXECUTION OF BID

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 bona fide 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 bona fide 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
Partnership

Address as
Prequalified

Signature of Witness

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 bona fide 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 bona fide 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

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 bona fide 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, Individual

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 bona fide 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: D7POC219

County: Orange County

ACCEPTED BY THE DEPARTMENT

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date