

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 9

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE
NON-EXCLUSIVE CONTRACT

CONTRACT: 2013 TREE – DAVIE
ROUTES: VARIOUS ROADS

WBS:
COUNTY: Davie

DESCRIPTION: "TREE SERVICE" CONSISTING OF THE PRUNING OR REMOVAL OF TREES USING SOUND, ESTABLISHED ARBORICULTURAL PRINCIPLES FROM HIGHWAY RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN DAVIE COUNTY ON AN AS-NEEDED BASIS

MANDATORY PRE-BID MEETING: 10:00 AM ON AUGUST 28, 2013
DIVISION 9 OFFICE
375 Silas Creek Parkway, Winston-Salem, NC 27127

BID OPENING: TO BE OPENED AT 10:00 AM ON SEPTEMBER 11, 2013
DIVISION 9 OFFICE
375 Silas Creek Parkway, Winston-Salem, NC 27127

NOTICE: ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD.

ALL BIDDERS MUST BE PREQUALIFIED AS A "BIDDER" or "SUBCONTRACTOR" WITH NCDOT PRIOR TO BID OPENING.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER
RETURN BIDS TO:

J. Brett Abernathy, PE, PLS
Division 9 Project Manager
N. C. Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127

If you have any questions concerning this contract, contact J. Brett Abernathy at (336) 747-7800.

**"TREE SERVICE" CONSISTING OF THE PRUNING OR REMOVAL OF TREES USING SOUND,
ESTABLISHED ARBORICULTURAL PRINCIPLES FROM HIGHWAY RIGHT OF WAY ALONG
STATE MAINTAINED ROADS IN DAVIE COUNTY ON AN AS-NEEDED BASIS**

CONTRACT NO. 2013-TREE-DAVIE IN DAVIE COUNTY, NORTH CAROLINA

Date: August 14, 2013

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 2013-TREE-DAVIE; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Board of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. 2013-TREE-DAVIE in Davie County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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.

TABLE OF CONTENTS

INSTRUCTIONS TO BIDDERS.....	4
AWARD OF CONTRACT.....	5
STANDARD PROVISIONS	
GENERAL.....	6
SMALL BUSINESS ENTERPRISE PROGRAM.....	6
CONTRACT TIME.....	6
AUTHORITY OF THE ENGINEER.....	7
MANDATORY PRE-BID CONFERENCE.....	7
AWARD OF CONTRACT (TERMS).....	7
AVAILABILITY OF FUNDS – CONTRACT TERMINATION.....	7
SUBLETTING OF CONTRACT.....	7
BANKRUPTCY.....	7
SUPERVISION BY CONTRACTOR.....	8
TEMPORARY SUSPENSION OF WORK.....	8
NON-EXCLUSIVE CONTRACT.....	8
CPI (PRICE ADJUSTMENT).....	8
GIFTS FROM VENDORS AND CONTRACTORS.....	9
NO MAJOR CONTRACT ITEMS.....	9
NO SPECIALTY ITEMS.....	9
WORKER’S COMPENSATION INSURANCE.....	9
PROJECT SPECIAL PROVISIONS	
MOBILIZATION.....	11
EMERGENCY CALL BACK MOBILIZATION.....	11
REMOVAL AND DISPOSAL.....	11
STUMP GRINDING.....	11
REQUIRED EQUIPMENT.....	11
MAINTENANCE OF THE PROJECT.....	11
RESPONSIBILITY FOR DAMAGES.....	11
MISCELLANEOUS.....	12
STANDARD SPECIAL PROVISIONS	
ERRATA.....	13
PLANT AND PEST QUARANTINES.....	14
MINIMUM WAGES.....	14
SAFETY VESTS AND FLAGGER CERTIFICATION.....	15
TRAFFIC CONTROL AND WORK ZONE SAFETY.....	15
FULL LANE CLOSURE.....	15
REQUESTS FOR QUOTATIONS WERE SENT TO THE FOLLOWING..... 16	
EXECUTION OF CONTRACT.....	Attached
SUBSTITUTE FORM W9.....	Attached
FORM DBE-IS.....	Attached
EXECUTION OF BID NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION.....	Attached
BID FORM	Attached

INSTRUCTIONS TO BIDDERS

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

Bidders must attend a mandatory Pre-Bid Conference on August 28, 2013 at 10 am, Division 9 Office, 375 Silas Creek Parkway, Winston-Salem, NC 27127

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid. **NO BID BONDS REQUIRED.**

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **** Unit bid prices must be limited to two (2) decimal places. ****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do NOT use whiteout.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE ENTIRE PROPOSAL INCLUDING BID FORM AND MB/WB FORMS SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION OFFICE AT 375 SILAS CREEK PARKWAY, WINSTON-SALEM, NC 27127 BY 10:00 A.M. ON SEPTEMBER 11, 2013.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

Name and Address of Company and:

"TREE SERVICE" CONSISTING OF THE PRUNING OR REMOVAL OF TREES USING SOUND, ESTABLISHED ARBORICULTURAL PRINCIPLES FROM HIGHWAY RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN DAVIE COUNTY ON AN AS-NEEDED BASIS TO BE OPENED AT 10:00AM ON SEPTEMBER 11, 2013

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

J. Brett Abernathy, PE, PLS
Division 9 Project Manager
N. C. Department of Transportation
375 Silas Creek Parkway
Winston-Salem, North Carolina 27127

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject any and all bids.

STANDARD PROVISIONS

GENERAL

This contract is for "Tree Service" which will consist of the pruning or removal of trees using sound, established arboricultural principles from Highway Right of Way along state maintained roads in Davie County on an as-needed basis.

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

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

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual gross income of \$1.5 million or less, exclusive of materials, for the previous calendar year.

The maximum contract limit is set at \$500,000. If the total bid amount of the contract exceeds this amount, the bid will not be considered for award.

Under the provisions of this Program, a NC General Contractor's License **is not required** nor are Contract Payment and Contract Performance Bonds required. Bidders shall comply with all other applicable laws, including but not limited to, those regulating the practices of electrical, plumbing, heating and air conditioning and refrigeration contracting as contained in Chapter 87 of the General Statutes of North Carolina.

Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT will be eligible to bid on this project.

Prospective bidders who qualify for the SBE Program and are not currently certified are requested to apply for certification immediately. The submittal form is included at the end of the Contract Proposal. Do not submit the form with the Bid Documents. Send completed forms to:

**Contractual Services Unit
ATTN: SBE
1509 Mail Service Center
Raleigh, NC 27699-1509**

Additional information on the program may be obtained online at:

<http://www.ncdot.org/business/ocs/sbe/>

CONTRACT TIME

The date of availability for this contract is the date of execution of the purchase order. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. The completion date is September 30, 2014.

No work will be permitted and no purchase order will be issued until all requirements and prerequisite conditions and certifications have been satisfied.

At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a (Maximum of three (3) years total). The Engineer will notify the contractor in writing before completion of the current contract if the contract is to be extended. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 9, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions, which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work. All questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

MANDATORY PRE-BID CONFERENCE

All prospective bidders must attend a mandatory Pre-Bid Conference at the location shown below. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

Bidders must attend a mandatory Pre-Bid Conference on August 28, 2013 at 10:00 AM in the Division 9 Office, 375 Silas Creek Parkway, Winston-Salem, NC 27127.

AWARD OF CONTRACT (TERMS)

The State reserves the right to make partial, progressive or multiple awards for the same service and in the best interest of the State.

The award of the contract, if it is awarded, will be made to the lowest responsible bidder(s). The lowest responsible bidder(s) will be notified that their bid has been accepted and that they have been awarded the contract. NCDOT reserves the right to reject all bids.

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

SUBLETTING OF CONTRACT

The contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his rights, title, or interest therein; without **written consent or prior approval of the Engineer**. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hour 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.

TEMPORARY SUSPENSION OF WORK

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

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

NON-EXCLUSIVE CONTRACT

The contractor agrees and understands by signature of this contract that this agreement does not constitute an exclusive contract. The Department of Transportation reserves the right to employ as many Contractors as necessary to effectively and efficiently fulfill the need for tree service which will consist of the pruning or removal of trees using sound, established arboricultural principles from Highway Right of Way along state maintained roads.

CPI (PRICE ADJUSTMENT)

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contract, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<ftp://ftp.bls.gov/pub/special.requests/cpi/cpi.ai.txt>

The CPI will be determined from a 12-month period. Example below:

Year	J	F	M	A	M	J	J	A	S	O	N	D
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.6	226.9	226.4	226.2	225.7
2012	226.7											

CPI for current period 226.7

Less CPI for previous period 220.2

Equals index point change 6.5

Divided by previous period CPI	220.2
Equals	0.0295
<u>Result multiplied by 100</u>	<u>0.0295 x 100</u>
Equals percentage change	2.95 %

All line items in this contract (except asphalt items) will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

SP1 G152

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

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

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

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

NO MAJOR CONTRACT ITEMS

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

104

SP1 G31

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

NO SPECIALTY ITEMS

(7-1-95)

108-6

SP1 G34

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

WORKERS' COMPENSATION INSURANCE

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

The contractor shall indemnify and hold harmless the North Carolina Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any

liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The contractor further agrees to indemnify the North Carolina Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the leased equipment. The contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the contractor's employees under the Worker's Compensation Act.

Pursuant to N.C.G.S. § 97-19, all contractors/subcontractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured contractor/subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether contractor/subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and contractor/subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

The successful bidder shall provide Proof of insurance within (14) days after request from NCDOT prior to issuance of a purchase order and beginning work.

PROJECT SPECIAL PROVISIONS

MOBILIZATION

The contractor will be notified on the tree service work by the Engineer and shall begin work within **5 Days** after notification or as determined by the Engineer. Failure to respond within the designated time frame for the routine tree cutting service or as approved by the Engineer may result in cancellation of this contract. Mobilization will not be paid separately unless it is an emergency call back mobilization as detailed in the next section. Upon a regular mobilization, there will be a **guaranteed 8 hours** of work.

EMERGENCY CALL BACK MOBILIZATION

A separate bid item will be used for **“Emergency Call Back Mobilization”** throughout the counties. The contractor shall include a cost for mobilizing into the counties on emergency basis. Under this item the contractor shall respond after first initially being contacted by the Engineer to the required areas within **TWO Hours**. Failure to respond within the time frame may result in nonpayment of this item as emergency basis. Emergency call back mobilization for tree service will be paid under a separate bid item for **“Emergency call back mobilization”**, bid unit price per “Each, EA”.

REMOVAL AND DISPOSAL

Removal and Disposal of all trimmings, laps, brush, or debris produced by the above operation shall be the responsibility of the Contractor or as determined by the Engineer. When chipping is used to dispose of trimmings, the Engineer may approve the spreading of chips along certain sections of highway right of way. All other debris must be removed from highway right of way before payment is made. No burning or burying of debris will be allowed on highway right of way. If debris is removed, the Department will pay for the Dump Bill.

STUMP GRINDING

Grinding of stumps may be required at certain locations as directed by the Engineer. Stumps shall be ground in accordance with accepted industry practices to a minimum depth of six (6) inches below the elevation of the surrounding area. Removal of any debris shall be the responsibility of the Contractor.

Payment for grinding of stumps and removal of debris will be at the contract unit price per “Hour, HR” for “Stump Grinding”.

REQUIRED EQUIPMENT

The following equipment will be required on site when working under Tree Option #1 or Tree Option #2.

Chain Saws: 4 Gas powered Chain saws with a working safety chain brake with at least 2 saws having a 20-inch bar or greater per crew.

Pole Saw: 1 Gas powered pole saw with a 10-foot minimum length per crew.

Chipper: 1 Gas powered chipper with a working feed control/safety bar capable of accepting a 12-inch diameter tree per crew.

MAINTENANCE OF THE PROJECT

The contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications for Roads and Structures, dated July 2006.

RESPONSIBILITY FOR DAMAGES

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.

Any damages to adjacent shoulders, medians, paved areas, utilities, property owners, or other facilities that may occur during the work shall be at the Contractor's expense.

MISCELLANEOUS

All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and as no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

All work performed by the contractor shall be in compliance with the Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer.

STANDARD SPECIAL PROVISIONS

ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the 2012 *Standard Specifications* as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

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

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

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

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

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

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

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

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

Division 15

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

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

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

Division 17

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

Revise the 2012 *Roadway Standard Drawings* as follows:

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

PLANT AND PEST QUARANTINES

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

(3-18-03)

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

MINIMUM WAGES

(7-21-09)

Z-5

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

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

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

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

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

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

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

SAFETY VESTS and FLAGGER CERTIFICATION

All Contractors personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved or MUTCD Class II (Class III at night) reflective vest or outer garment at all times while on the project. All flaggers must be certified.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures, July 2006, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. **Signs for temporary operations shall be removed during periods of inactivity.** The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

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

All personnel while on the project **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 separate payment will be made for providing the above-mentioned items, but the cost will be included in the several pay items included in this contract.

FULL LANE CLOSURE

When tree removal is performed in areas needing a **full lane closure** or as determined by the Engineer, the full lane closure will be paid under a separate bid item for "Full Lane Closure" per each, EA. The contractor shall provide a full lane closure in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and payment will be made on a separate bid item for **full lane closure** and will be full compensation for all cost of furnishing, installing, maintaining, and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the construction work and protect the public.

REQUESTS FOR QUOTATIONS WERE SENT TO THE FOLLOWING:

ATTN: Linda S. Frenette
Frenette & Son, Inc.
1667 Old Winston Road
Pinnacle, NC 27043
(336) 368-5784

Ms. Tami Gabriel (EMAIL)
NCDOT
Civil Rights Office

Mr. Reginald McNeill (EMAIL)
NCDOT
Civil Rights Office

ATTN: Luanne Mullis
DBA M & M Mowing Contracting
3212 Lone Hickory Rd.
Yadkinville, NC 27055
336-463-4445

Division 9 Web Page:
<http://www.ncdot.org/doh/operations/division9/div9bid.html>

Mr. Thomas Burt (EMAIL)
NCDOT
State Contractor Utilization Engineer

ATTN: John McCoy
McCoy's Services, Inc.
356 Mr. Henry Road
Mocksville, NC 27028
336-492-2944

Mr. Michael McKoy (EMAIL)
NCDOT

Association of General Contractors (EMAIL)

Execution of Contract

CONTRACT NO.: 2013-TREE-DAVIE

COUNTY: Davie

ACCEPTED BY THE _____

Proposals Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date

SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
 CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETER (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____

CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,
☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)

What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type) _____

TITLE (Print or Type) _____

SIGNATURE _____

DATE _____

PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
 Fiscal /Commercial Accounts
 1514 Mail Service Center
 Raleigh, North Carolina 27699-1514

PHONE (919) 733-3624 FAX (919) 715-3700

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice

Firm Invoice No. Reference _____
NCDOT PO/Contract Number _____
WBS No. (State Project No.) _____
Date of Invoice _____

Signed _____

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
Total Amount Paid to Subcontractor Firms					\$ _____	

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature	_____	Title	_____
Print Name	_____	Date	_____

**State of North Carolina
Department of Transportation
Subcontractor Payment Information**

Submit with Invoice

Firm Invoice No. Reference 1231
 NCDOT PO/Contract Number 360001234
 WBS No. (State Project No.) 40491
 Date of Invoice 12/11/2007
 Signed John Doe

EXAMPLE

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
Example 1						
10	XYZ Trucking	123-45-6789	ABC Company	987-65-4312	\$ 7,000.00	11/16/2007
60	CDF Company	456-78-9123	DEF Paving	789-12-3456	\$ 1,000.00	11/17/2007

If no Subcontractor/Subconsultant participation, please submit form as shown below in Example 2

Example 2

N/A					0.00	

	Example 1	Example 2
Total Amount Paid to Subcontractor Firms	\$ 8,000.00	0.00

NOTE: - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/
Subconsultants/Material Suppliers on the above referenced project.

Signature	<u>John Doe</u>	Title	<u>Owner</u>
Print Name	<u>John Doe</u>	Date	<u>12/11/2007</u>

Field	Instructions
<i>Subgrantee Letterhead / Name & Address Goes Here</i>	Enter the name and address of the company, firm, governmental entity or subgrantee requesting payment form the North Carolina Department of Transportation
Submit with Invoice To:	Update this section with the name and address of the NCDOT representative that is responsible for processing payment requests for your contracts.
Firm Invoice No. Reference NCDOT PO / Contract Number WBS No. (State Project No.) Date of Invoice Signed	Enter the invoice number that was submitted to NCDOT that corresponds with the payment information contained on this form. Enter the NCDOT Purchase Order or Contract number that corresponds with the information contained on this form. Enter the NCDOT WBS element number assigned to this project. Enter the date of the invoice that was submitted for payment. Enter the name of the person responsible for the validity of the information contained on this form.
Invoice Line Item Reference Payer Name Payer Federal Tax Id	Enter the invoice line item or pay item that the DBE payment information is related to. Enter the name of the company, firm, governmental entity or subgrantee that is responsible for paying the DBE subcontractor. Enter the Federal Tax Identification number of the Payer (See Payer Name) Enter the name of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.
Subcontractor / Subconsultant/ Material Supplier Name Subcontractor / Subconsultant/ Material Supplier Federal Tax Id Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Enter the Federal Tax Identification number of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number. Enter the amount paid to the DBE Subcontractor, Subconsultant or Material Supplier for the invoice referenced. Enter the date that the Subcontractor / Subconsultant / Material Supplier was paid for the items referenced on the invoice. Enter the total payments made to all DBE Subcontractor / Subconsultant / Material Supplier for the invoice referenced.
Total Amount Paid to DBE Firms	

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

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

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

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

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

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

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

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

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

SIGNATURE OF CONTRACTOR

Full name of Partnership

Address as prequalified

Signature of Witness

By _____

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this

the ____ day of _____, 20____

NOTARY SEAL

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires: _____

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

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Witness's Signature

Signature of
Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)**

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

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

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

SIGNATURE OF CONTRACTOR

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

By _____

Signature of Witness or Attest _____ 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

By _____

Signature of Witness or Attest _____ 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

By _____

Signature of Witness or Attest _____ Signature of Contractor _____

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this _____ day of _____, 20____

Signature of Notary Public _____

of _____ County

State of _____

My Commission Expires: _____

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation 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.

**North Carolina Department of Transportation
BID FORM**

Work Order Number: N/A

Contract Number: 2013-TREE-DAVIE

DESCRIPTION: "TREE SERVICE" CONSISTING OF THE PRUNING OR REMOVAL OF TREES USING SOUND, ESTABLISHED ARBORICULTURAL PRINCIPLES FROM HIGHWAY RIGHT OF WAY ALONG STATE MAINTAINED ROADS IN DAVIE COUNTY ON AN AS-NEEDED BASIS.

Davie County

ITEM	ITEM DESCRIPTION	QTY.	UNIT	UNIT PRICE	PRICE
1	TREE OPTION #1 (1 Truck w/ Brush Chipper, 5 Man Crew w/ Flagmen, Tools, Equipment, Supplies)	100	HR		
2	TREE OPTION #2 (1 Truck w/ Brush Chipper, 1 Bucket Truck, 5 Man Crew w/ Flagmen, Tools, Equipment, Supplies)	800	HR		
3	STUMP GRINDING (1 Truck w/ Stumpgrinder, 5 Man Crew w/ Flagmen, Tools, Equipment, Supplies)	5	HR		
4	EMERGENCY CALL BACK MOBILIZATION (SEE SPECIAL PROVISIONS)	5	EA		
5	LANE CLOSURE ON MULTI LANE ROADWAYS	10	EA		
6	KNUCKLE BOOM TRUCK WITH OPERATOR	150	HR		

* The contractor shall note that all quantities are used only for figuring the lowest responsible bidders. The quantities may vary based on the amount of work needed during the year as directed by the Engineer.

TOTAL BID FOR PROJECT:

CONTRACTOR

ADDRESS

Federal Identification Number

Contractor's License #

Authorized Agent

Title

Signature

Date

Witness

Title

Signature

Date

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.

Reviewed by _____ (date)

Accepted by NCDOT _____ Engineer _____ (date)