



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

April 7, 2009

**Notice to Prospective Bidders**  
**Small Business Enterprise**  
Contracting Opportunity  
Division One, District Three

The North Carolina Department of Transportation is requesting bids for the selective removal of trees, stump grinding and overhang clearing on the right-of-way of NCDOT roads in Chowan, Hyde, Martin, Tyrrell and Washington Counties. The contractor must furnish all labor, equipment, materials and traffic control.

The Department of Transportation does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by this program on the basis of race, color, sex, political affiliation/ influence, or national origin.

**SBE PROGRAM INFORMATION**

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials. **Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

**Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at:**

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

Per G.S. 136-28.10, a NC General Contractor's license may be waived for SBE contracts. For this project, the NC General Contractor's license will be waived.

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment and performance bonds will be waived.

## **BID OPENING**

Sealed bids must be received at N. C. Department of Transportation, Attn: Barry Hobbs, PE, 113 Airport Drive, Suite 100, Edenton, NC 27932, on April 28, 2009 by 2:00 p.m. Bids must be submitted on the official bid form included in the contract proposal and shall display the following statement on the front of the bid envelope:

**“QUOTATION FOR PROPOSAL (10738346) DISTRICT WIDE TREE  
REMOVAL, STUMP GRINDING, AND OVERHEAD CLEARING TO BE  
OPENED AT 2:00 P.M. ON APRIL 28, 2009”**

Actual quantities may vary from those on the Bid Form. The actual quantity of units required to complete this contract will be based on need throughout the counties in Division One, District Three.

This contract will be for one (1) year with an option for the Department to extend the contract for two (2) additional one (1) year extensions (maximum of three (3) years total). If extended the contract unit prices will be increased by five (5) percent for each one (1) year extension.

## **CONTRACT AVAILABILITY INFORMATION**

The availability date for this project is June 1, 2009. This is a one year, on call contract that has an estimated completion date of May 30, 2010.

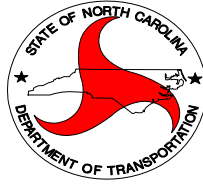
## **OTHER INFORMATION**

To request a hard copy of the contract proposal for this project, please contact Barry Hobbs at the telephone number or email address listed below. The contract proposal may be viewed and downloaded on the Division website at: [www.ncdot.org/doh/operations/division1/](http://www.ncdot.org/doh/operations/division1/).

## **DIVISION CONTACT INFORMATION**

Name: Barry Hobbs, PE  
Title: Division Project Manager  
Phone: 252-482-7977  
Email: [bhobbs@ncdot.gov](mailto:bhobbs@ncdot.gov)

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION ONE DISTRICT THREE

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

**PROPOSAL NUMBER: 10738346**

**COUNTIES: CHOWAN, HYDE, MARTIN, TYRRELL AND WASHINGTON COUNTIES**

**DESCRIPTION: DISTRICT WIDE TREE REMOVAL, STUMP GRINDING AND  
OVERHANG CLEARING**

**BID OPENING: 2:00 P.M. ON, TUESDAY APRIL 28, 2009**

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

**RETURN BIDS TO:**

N. C. DEPT. OF TRANSPORTATION  
Attn: Barry Hobbs, P.E.  
Division Project Manager  
113 Airport Drive  
Suite 100  
Edenton, NC 27932

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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 shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.**

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.  
**DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
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. Limit unit prices to two decimal places.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name and signature of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number (or Social Security Number of Individual)
  - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ONE ENGINEER'S OFFICE AT 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 BY 2:00 P.M. ON TUESDAY APRIL 28, 2009.**  
**NO FAXED BIDS WILL BE ACCEPTED**
12. The sealed bid must display the following statement on the front of the sealed envelope:
 

**“QUOTATION FOR PROPOSAL 10738346 DISTRICT WIDE TREE REMOVAL, STUMP GRINDING AND OVERHANG CLEARING TO BE OPENED AT 2:00 P.M. ON TUESDAY APRIL 28, 2009.”**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPT. OF TRANSPORTATION  
Attn: Barry Hobbs, P.E.  
Division Project Manager  
113 Airport Drive  
Suite 100  
Edenton, NC 27932**

### **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2006. 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 all bids.

## STANDARD PROVISIONS

### GENERAL

This contract is for **selective removal of trees, stump grinding and overhang clearing in Chowan, Hyde, Martin, Tyrrell and Washington Counties.**

All work and materials shall be in accordance with the provisions of the General Provisions and, the Project Special Provisions of this contract, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, 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.

### CONTRACT TIME

**The date of availability for this project will be June 1, 2009.** The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

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

**The completion date for this project is May 30, 2010.** No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications

### AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division One, 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.

### UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in 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 construction personnel and the public.

## **MATERIALS AND TESTING**

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material, which is not properly certified, will not be accepted.

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

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

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

## **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 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

## **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent 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

## **EXTENSION OF CONTRACT TIME**

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

## **DEFAULT OF CONTRACT**

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

## **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

## **PAYMENT AND RETAINAGE**

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as of the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

## LIABILITY INSURANCE

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

## TERMS OF THE CONTRACT

The Contractor shall submit his/her bid for one year. At the option of the Department, this contract may be extended for two (2) additional one (1) year periods (maximum three (3) Years total). The unit bid prices will be increased by five (5) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. **The Engineer will notify the Contractor in writing by March 1<sup>st</sup> if the contract may be extended. The Contractor must notify the Engineer in writing by March 15<sup>th</sup> of this acceptance or rejection of this offer.** Failure on the part of the Contractor to reply will be perceived as a rejection of the contract extension.

## SPECIAL PROVISIONS

### NOTES TO CONTRACTOR

#### (SMALL BUSINESS ENTERPRISE PROGRAM)

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/> SBE contracts are limited to \$500,000.

### SELECTIVE TREE REMOVAL

The trees to be removed shall be marked or flagged in the field by NC DOT personnel. To insure that the correct tree has been identified it is highly recommended that the Contractor contact the NC DOT contact person prior to removal of tree(s). All trees removed shall be cut flush with the adjacent ground level unless otherwise directed by the Engineer. The Contractor shall conduct his operation in such a manner to prevent injury to trees, shrubs such as landscaping and ornamental plantings, grass or other types of vegetation that are to remain and also to prevent damage to adjacent property. When such damage/injury to trees or shrubs does occur, broken branches shall be removed and rough edges of scarred areas shaped and made smooth in accordance with generally accepted horticultural practice(s). Any plant(s) that are damaged to such an extent as to reduce their value for landscaping purposes shall be cut and disposed of, or shall be replaced as necessary by the Contractor at on cost to the Department when so directed by the Engineer. The option to cut/dispose of or replace vegetation shall be made by the Engineer. The selective removal operation shall include but is not limited to, felling the tree, delimiting the tree and disposal of all pieces/parts unless otherwise directed by the Engineer. The quantity of selective tree(s) removed to be paid for will be the number of trees which have been removed as specified herein. Each tree will be paid for at the contract unit for the pay item size applicable to the diameter, measured at a **height of 4 feet 6 inches above the adjacent ground level** as indicated below.

PAY ITEM SIZE	ACTUAL TREE DIAMETER	UNIT
6"	UP TO 8"	EACH
10"	OVER 8" UP TO 12"	EACH
15"	OVER 12" UP TO 18"	EACH
21"	OVER 18" UP TO 24"	EACH
27"	OVER 24" UP TO 30"	EACH
33"	OVER 30" UP TO 36"	EACH
39"	OVER 36" UP TO 42"	EACH
45"	OVER 42" UP TO 51"	EACH
52"	OVER 51" AND LARGER	EACH

### SELECTIVE STUMP GRINDING

The stump(s) to be ground shall be marked or flagged in the field by NC DOT personnel. To insure that the stump has been identified it is highly recommended that the Contractor contact the NC DOT contact person prior to stump grinding. All stumps to be removed/ground shall be ground a minimum of eight (8) inches below the adjacent ground level unless otherwise directed by the Engineer. The Contractor shall conduct his operation in such a manner as to prevent injury to trees, shrubs such as landscaping and ornamental plantings, grass or other types of vegetation that are to remain and also to prevent damage to adjacent property. When such damage/injury to trees or shrubs does occur, broken branches shall be removed and rough edges of scarred areas shaped and made smooth in accordance with generally accepted horticultural practice(s). Any plant(s) that are damaged to such an extent as to reduce their value for landscaping purposes shall be cut and disposed of, or shall be replaced as necessary by the Contractor at on cost to the Department when so directed by the Engineer. The option to cut/dispose of or replace vegetation shall be made by the Engineer. The stump removal operation shall include but is not limited to, the complete removal of stumps as specified herein and disposal of all debris pieces/parts and furnish and place borrow material (see Borrow Special Provision) up to the existing adjacent ground level around stump hole, unless otherwise directed by the Engineer. The quantity of stump grinding(s) to be paid for shall be the number of stumps which have been ground as specified herein. Each stump grinding will be paid for at the contract unit for the pay item size applicable to the diameter, measured at a **height of 4 feet 6 inches above the adjacent ground level** (if the operation includes tree removal) as indicated below.

If it is a stump grinding operation only the measurement shall be made **across the existing horizontal of the stump** as indicated below.

PAY ITEM SIZE	ACTUAL TREE / STUMP DIAMETER	UNIT
6"	UP TO 8"	EACH
10"	OVER 8" UP TO 12"	EACH
15"	OVER 12" UP TO 18"	EACH
21"	OVER 18" UP TO 24"	EACH
27"	OVER 24" UP TO 30"	EACH
33"	OVER 30" UP TO 36"	EACH
39"	OVER 36" UP TO 42"	EACH
45"	OVER 42" UP TO 51"	EACH
52"	OVER 51" AND LARGER	EACH

### OVERHANG CLEARING

The Contractor shall cut, remove and dispose of all overhanging limbs to a height of **EIGHTEEN FEET (18')** above the roadway and **EIGHT FEET (8')** from the outside edge of the travel lane. Limbs shall be cut in a manner as to prevent injury to the remaining tree. Broken branches shall be removed and rough edges of scarred areas shaped and made smooth in accordance with the generally accepted horticultural practices. All scarred areas and cuts shall be thoroughly covered with tree paint as necessary. The quantity of overhang clearing to be paid for will be the actual number of shoulder linear feet cleared, measured along the outside edge of the pavement on the side of road which has been satisfactorily completed.

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

The Contractor shall complete the work required of tree removal, stump grinding, and/or overhang clearing set for each notice.

The date of availability for this intermediate contract time will be the date that the Contractor is notified.

The completion date for this intermediate contract time will be Twenty (20) calendar days following the date of availability as specified in this contract.

If at the time of notification, the Contractor feels the operation is too extensive to complete in the number of days noted, the Contractor may contact the Engineer and provide justification for requesting additional time.

**The liquidated damages are Fifty Dollars (\$50.00) per calendar day.**

## **DRIVEWAYS AND PRIVATE PROPERTY**

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

## **NOTIFICATION OF OPERATIONS**

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

## **SUBSURFACE INFORMATION**

No subsurface information is provided on this project.

## **PROSECUTION AND PROGRESS**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

## **NIGHT OPERATIONS**

The Contractor may, with the approval of the Engineer, conduct his operations during night hours. For the purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Engineer or his representative, is insufficient to safely and effectively perform contract operations.

If the Contractor elects to perform any phase of this contract during night hours, he shall submit, in writing, to the Engineer, a full and complete plan for traffic control and construction lighting which shall be approved prior to beginning construction.

All traffic control devices shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structure 2006, North Carolina Department of Transportation Roadway Standards Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

## **BORROW**

Borrow material shall be material approved by the Engineer as meeting the requirements for use as subgrade/shoulder construction, in accordance with Section 1018 of the Standard Specifications. Material, which contains roots, root mats, stumps or other unsatisfactory material will not be acceptable. No separate payment will be made for borrow material as it is considered incidental to tree removal/stump grinding.

## **LITTERING ON PROJECT**

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NC DOT projects. Violators will be subject to penalty under State laws.

## **WASTE MATERIAL DISPOSAL**

All construction waste material shall be removed from the project site prior to 100% project completion. All waste disposal shall be in accordance with federal, state and local regulations regarding the disposal of waste material(s). All permit and fees for any such disposal shall be the responsibility of the Contractor, and NCDOT shall not be held liable for any such disposal of material(s).

## **QUANTITY OF UNITS ADJUSTMENT**

The actual quantity of units required to complete this contract will be based on need throughout the counties in Division One, District Three. The quantity of one was used only to obtain a contract price.

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If a corporation uses this sheet)

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address as Prequalified)

Attest \_\_\_\_\_  
(Secretary) (Assistant Secretary)  
Delete inappropriate title

By \_\_\_\_\_  
(President) (Vice President)  
(Asst. Vice President)  
Delete inappropriate title

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

CORPORATE SEAL

Subscribed and sworn to before me this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

NOTARY SEAL:

of \_\_\_\_\_ County.

State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

(If a joint venture, use this sheet)

**Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.**

(1) \_\_\_\_\_ and \_\_\_\_\_  
A Joint Venture

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

\_\_\_\_\_  
By \_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Print Signer's Name  
and \_\_\_\_\_  
Print Signer's Name  
If a corporation, affix corporate seal:

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

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
By \_\_\_\_\_  
Witness or Attest

\_\_\_\_\_  
Print Signer's Name  
and \_\_\_\_\_  
Print Signer's Name  
If a corporation, affix corporate seal:

**NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)**

Subscribed and sworn to before me  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public & Seal)

of \_\_\_\_\_ County.  
State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature Sheet 2 (Bid) - Joint Venture

Subscribed and sworn to before me  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public & Seal)

of \_\_\_\_\_ County.  
State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business under a firm name, use this sheet)

Name of Contractor \_\_\_\_\_ trading  
(Print individual name)

\_\_\_\_\_  
Witness

and doing business as \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
(Address as Prequalified)

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

NOTE - 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: \_\_\_\_\_

Signature Sheet 3 (Bid) - INDIVIDUAL WITH FIRM NAME

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business in his own name, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Signature of Contractor \_\_\_\_\_  
Witness (Individually)

\_\_\_\_\_  
Print Signer’s Name

\_\_\_\_\_  
Print Signer’s Name

NOTE - 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, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If a partnership, use this sheet)

\_\_\_\_\_  
(Print Name of Partnership)

\_\_\_\_\_  
(Address as Prequalified)

By \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

NOTE - 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, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(Limited Liability Company, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
(Address as Prequalified)

Signature of Manager \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

**NOTE - 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: \_\_\_\_\_

**Contract No:**

**County:**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Contract Officer

\_\_\_\_\_  
Date

Execution of Contract and Bonds  
Approved as to Form:

\_\_\_\_\_  
Attorney General

## DEBARMENT CERTIFICATION OF BIDDERS

### Instructions & conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 12540*. 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.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it 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.
8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful 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 to the Federal Government, the Department may terminate this transaction for cause of default.

**DEBARMENT CERTIFICATION**

The bidder certifies to the best of its knowledge and belief, that it and its 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

\*\*\*\*\*

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal.

## North Carolina Department of Transportation BID FORM

**PROPOSAL NUMBER: 10738346**

**Description : District Wide Tree Removal, Stump Grinding and Overhang Clearing**

**Counties: Chowan, Hyde, Martin, Tyrrell and Washington**

**Note to bidders: Actual quantity of units will vary depending on need.**

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
010	1651	6" DIA. TREE REMOVAL	5	EA		
020	1651	10" DIA. TREE REMOVAL	5	EA		
030	1651	15" DIA. TREE REMOVAL	10	EA		
040	1651	21" DIA. TREE REMOVAL	20	EA		
050	1651	27" DIA. TREE REMOVAL	20	EA		
060	1651	33" DIA. TREE REMOVAL	10	EA		
070	1651	39" DIA. TREE REMOVAL	10	EA		
080	1651	45" DIA. TREE REMOVAL	5	EA		
090	1651	52" DIA. TREE REMOVAL	5	EA		
100	200	GRIND STUMP 6" DIA, TREE	5	EA		
110	200	GRIND STUMP 10" DIA, TREE	5	EA		
120	200	GRIND STUMP 15" DIA, TREE	5	EA		
130	200	GRIND STUMP 21" DIA, TREE	5	EA		
140	200	GRIND STUMP 27" DIA, TREE	5	EA		
150	200	GRIND STUMP 33" DIA, TREE	5	EA		
160	200	GRIND STUMP 39" DIA, TREE	5	EA		
170	200	GRIND STUMP 45" DIA, TREE	5	EA		
180	200	GRIND STUMP 52" DIA, TREE	5	EA		
190	SP	OVERHANG CLEARING	350	LF		

\*\*\* Unit Prices Must Be Limited To TWO Decimal Places \*\*\*

**TOTAL BID FOR PROJECT:** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

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* \_\_\_\_\_ *Division Project Manager* \_\_\_\_\_ *(date)*