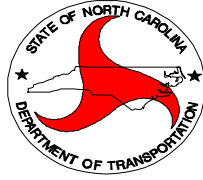


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 2 DISTRICT 1

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WBS ELEMENTS: SR 1256, WBS 2C.074079
SR 1508, WBS 2C.074081
GUMBERRY, WBS 42182

ROUTE: Gumberry Road, SR 1256, SR 1508

COUNTY: Pitt

DESCRIPTION: Removal/Disposal of All Trees and Stumps within
Right-of-Way & Construction Easement

PRE-BID CONFERENCE: SEPTEMBER 10, 2009 at 10:00 AM

BID OPENING: SEPTEMBER 21, 2009 at 10:00 AM

NOTICE:

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.

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
Attn: Gerard Mombaerts
105 Pactolus Highway
P O Box 1587
Greenville, NC 27835-1587

Per items 11 - 13 of the instructions on page 2

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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.
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
 - e. Contractor's License Number (If Required)
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 TWO ENGINEER'S OFFICE AT 105 PACTOLUS HIGHWAY, GREENVILLE, NC 27835 BY 10:00 AM September 21, 2009.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**ATTN: GERARD MOMBAERTS
QUOTATION FOR REMOVAL/DISPOSAL OF TREES AND STUMPS ON SR 1256, SR 1508
& GUMBERRY ROAD IN PITT COUNTY
TO BE OPENED AT 10:00 AM ON September 21 , 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. DEPARTMENT OF TRANSPORTATION
ATTN: GERARD MOMBAERTS
PO BOX 1587
GREENVILLE, NC 27835-1587**

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.

DIVISION CONTRACT
Project Special Provisions - General

GENERAL:

THIS CONTRACT IS FOR THE REMOVAL & DISPOSAL OF ALL TREES AND STUMPS ON SR 1256, SR 1508 & GUMBERRY ROAD IN PITT COUNTY. ALL STUMPS TO BE REMOVED NOT GROUND BELOW EXISTING EARTH

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 2006*, the North Carolina Department of Transportation *Roadway Standards Drawings 2006*, 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 *2006 Standard Specifications*.

This is a Small Business Enterprise (SBE) Program project, and as such, it is restricted to businesses grossing less than \$1,500,000, excluding materials, during the previous calendar year. Contractors must be certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed as such in the Directory of Transportation Firms at the time of bid opening. The Department's normal bonding requirements are waived for SBE projects.

MANDATORY PRE-BID CONFERENCE:

In order to bid on this contract, all prospective bidders must attend the Pre-Bid Conference to be held on Thursday, September 10, 2009 at 10:00 AM at the Pitt County Maintenance Yard located at 104 W Belvoir Rd, Greenville. This meeting will begin promptly at 10:00 AM. Prospective bidders arriving after the 10:00 AM starting time will not be allowed to bid. The Conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give all bidders an opportunity to ask any questions. Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered. No questions concerning the project will be answered by Department personnel at any time except at the Pre-Bid Conference. To qualify to bid this project all contractors must attend all the site visits during the pre-bid meeting.

Attendants at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered with the following information:

1. The individual writes his/her name on the official roster.
2. The individual writes in the name and address of the company he/she represents.
3. Only one company is shown as being represented by the individual attending.

CONTRACT TIME AND LIQUIDATED DAMAGES:

The date of availability for this project is October 12, 2009. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative.

The completion date for this project is November 23, 2009. No extensions will be authorized except as authorized by Article 108-10 of the *2006 Standard Specifications*.

**NOTE: NO WORK WILL COMMENCE ON GUMBERRY ROAD UNTIL
AUTHORIZED BY THE ENGINEER. WBS # 42182**

The Contractor will have 10 working days to commence operations after the Engineer has given notification. Liquidated damages will begin on the 11th day following notification and will continue each calendar day until the work has begun. Work shall be performed in a continuous manner except when weather conditions disallow.

Liquidated damages for this contract are Three Hundred and Fifty Dollars (\$350.00) per calendar day.

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

BIDS:

In accordance with GS 136-28.10, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

LIABILITY INSURANCE:

(11-18-08)

SP1 G80

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.

WORKER'S COMPENSATION INSURANCE:

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, 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 subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and 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.

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

PAYMENT:

Requests for payment may be processed after the work has been completed. Requests for payment shall be made by Contractor's Invoice, submitted to: EACH LINE ITEM ON THE BID SHEET WILL BE INVOICED AS A SEPARATE PROJECT.

NC Department of Transportation
Attn: Woody Jarvis, District Engineer
1701 W Fifth St
Washington, NC 27889

One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection. EACH PROJECT IS STAND ALONE AND WILL BE INVOICED AS SUCH.

SUPERVISION BY CONTRACTOR:

Revise the *2006 Standard Specifications* as follows:

Page 1-48, Subarticle 105-6(A), delete the first sentence and replace with the following:

“At all times that work is actually being performed, the Contractor shall have present on the project one competent English-speaking individual who has been authorized to act in a supervisory capacity over all work on the project including work subcontracted.”

Page 1-48, Subarticle 105-6(B), delete the first sentence and replace with the following:

“At all times during the life of the project the Contractor shall provide one English-speaking permanent employee who shall have the authority and capability for the overall responsibility of the project and who shall be personally available at the site of work within 24 hours notice.”

DIVISION CONTRACT
Project Special Provisions - Roadway

TREE REMOVAL:

All trees and stumps are to be removed from within the seventy (70) foot construction easement. This easement will be staked and/or flagged as to delineate the limits of this project. Only trees located within this area are to be removed and disposed. Any trees that are located at the edge of the construction easement will be included at the discretion of the Engineer and can be identified at the Pre-Bid Conference

The property owner will have no right to use or reserve for his use any timber on the project. All timber cut during this operation is to become the property of the Contractor and shall be satisfactorily disposed of in an area outside of the right-of-way. All stumps shall be removed.

The Contractor shall conduct his operation in a manner which will prevent damage to adjacent property or injury to trees, shrubs, ground cover, or any other surrounding vegetation which is not within the limits of this project. If any such injury should occur, the Contractor shall make necessary recovery to the injured party.

The work site shall be left in a neat and clean condition and shall be free of all debris created by the tree removal operation. All areas disturbed by the Contractor shall be leveled so as to prevent water from being impounded, and shall be done so in a manner which blends with the surrounding topography to the satisfaction of the Engineer.

UTILITIES:

The Contractor’s attention is directed to the fact that underground and overhead utilities are present within the limits of this project, and such utilities will not be adjusted or relocated. The Contractor shall adhere to all applicable regulations and accepted safety procedures when working in the vicinity of overhead utilities in order to ensure the safety of construction personnel and the general public.

In addition, the Contractor shall adhere to all applicable laws and regulations regarding locating of underground utilities prior to beginning work.

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 during the term of this contract.

SEEDING AND MULCHING:

All Seeding and Mulching will be performed by State forces.

MISCELLANEOUS:

All work functions and activities required for the completion of this project will be paid for under the line item of "Removal and Disposal of Trees and Stumps". Examples of incidental functions include (but are not limited to): Mobilization, Traffic Control, and Hauling.

TRAFFIC CONTROL:

Maintain traffic in accordance with Divisions 11 and 12 of the *Standard Specifications*, the latest revisions thereto and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) as shown in details of this contract. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.04, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1150.01, and 1180.01 when closing a lane of travel in a stationary work zone. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting.

When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. Conduct the work so that all personnel and/or equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

All personnel working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, shirt, or jacket which meets the color requirements of the current MUTCD.

No direct payment will be made for the signing and traffic control items including Truck Mounted Impact Attenuators (TMIA - see Section 1165 of the *Standard Specifications* and the *Roadway Standard Drawings*). This work will be considered incidental to the various other bid items in the contract.

WORK ZONE SIGNING:

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the latest revisions thereto, and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Construction Methods

(A) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(B) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

Measurement and Payment

No direct payment will be made for Work Zone Signing as such work will be considered incidental to the various other bid items in the contract.

North Carolina Department of Transportation

BID FORM

WBS ELEMENTS: 2C.074079, 2C.074081, 42182
ROUTE: Gumberry Road, SR 1256, SR 1508
COUNTY: Pitt
DESCRIPTION: Removal/Disposal of All Trees and Stumps within Right-of-Way & Construction Easement

BID OPENING: SEPTEMBER 21, 2009

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	REMOVAL AND DISPOSAL OF TREES AND STUMPS SR 1256	1	LS		
2	SP	REMOVAL AND DISPOSAL OF TREES AND STUMPS SR 1508	1	LS		
3	SP	REMOVAL AND DISPOSAL OF TREES AND STUMPS GUMBERRY ROAD	1	LS		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____
 ADDRESS _____
 Federal Identification Number _____ Contractor's License Number _____
 Authorized Agent _____ Title _____
 Signature _____ Date _____
 Witness _____ Title _____
 Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NC 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 Engineer* _____ *(date)*

NON-COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid 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.

NAME OF CONTRACTOR

SIGNATURE OF CONTRACTOR

NOTE - AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County

State of _____

My Commission Expires _____

