

DATE: October 13th, 2017

PROPOSAL NUMBER: 18-4190126

INVITATION FOR BIDS

CONTRACTING AGENCY:

**TOWN OF KNIGHTDALE, PUBLIC
WORKS DEPARTMENT,
KNIGHTDALE, NORTH CAROLINA**

LANDSCAPE SERVICES CONTRACT

Proposals For:

Professional Lawn & Grounds Maintenance of Right-of-Way Areas inclusive of Knightdale Blvd (US-64 Business) Center Median and I-540 Interchange

RECOMMENDED PRE-BID CONFERENCE - ELIGIBILITY TO BID

There will be a **RECOMMENDED Pre-Bid Conference held on November 7th, 2017 at 9:00 AM in Council Chambers at the Knightdale Town Hall, located at 950 Steeple Square Ct, Knightdale, NC 27545. Vendors wishing to submit a bid are highly recommended to attend this conference.**

NOTE: The Pre-Bid Conference will begin promptly at 9:00 AM. An official clock for the pre-bid conference will be designated. Bring a copy of the contract proposal to the pre-bid conference.

Bidders are expected to read the proposal and make their own investigation of the site prior to the conference. No questions concerning the project will be answered by any Town of Knightdale personnel at any time, except at the Pre-Bid Conference. Please see additional information concerning the Pre-Bid Conference including Eligibility to Bid requirements on pages 4 through 5.

BID OPENING

Bids subject to the conditions made a part hereof will be received by the Town of Knightdale's Purchasing Section until **2:00 PM, January 5, 2018** and then publicly opened for furnishing the materials and services described herein.

Issuance of this Proposal does not constitute a commitment on the part of the Town of Knightdale to award or execute a Contract. The Department retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the State.

The Bid Submittal Package and instructions are included in the Invitation For Bids.

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PROJECT SPECIAL PROVISIONS

PROJECT

Landscape Maintenance Service Contract for center median of US-64 (Bus)/Knightdale Blvd median from the Neuse River Bridge to Marks Creek Road, inclusive of the I-540 and US-64 Business Interchange as described in section titled **NAME AND LOCATION OF WORK AREAS.**

SCOPE OF CONTRACT

The Town of Knightdale (hereinafter referred to as "Town") is seeking the services of a landscape/grounds maintenance company to provide professional rest area lawn and grounds maintenance consisting of but not limited to labor, supervision, equipment and supplies as specified herein. The intent of these specifications and requirements is to state and define the terms and conditions under which the Contractor shall provide the management, supervision, and manpower capable of performing work at the highest standards of horticultural excellence necessary to provide these services in a professional and workmanlike manner. This document is intended as a benchmark of the Town's minimum standards for median and interchange lawn and grounds maintenance.

This proposal, as written, is to be binding by the Town and the Contractor.

CONTRACT TIME AND COMPLETION DATE

The date of availability for this contract will be January 5, 2018. The completion date for this contract is June 30, 2019.

This project is to be awarded, if the award is to be made in the discretion of the Town, within thirty (30) days after the opening of bids.

Extension of Contract: At the sole option and discretion of the contracting agency, Town of Knightdale, and upon written notification, this contract may be extended for four (4) additional periods, one (1) year each, unless a shorter time is mutually agreed upon by the parties, (maximum of five (5) years total), to include leap year when applicable. Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, the Town reserves the right not to extend. The lump sum bid price will be increased for each one (1) year extension by one (1) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if the Town chooses not to offer an extension.

In accordance with G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding) the maximum contract limit for Small Business Enterprise (SBE) projects is \$500,000 per year.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Town's Purchasing Office thirty (30) days prior to the expiration of the current contract.

AUTHORITY OF THE TOWN REPRESENTATIVE

The Town Representative for this project shall be the Public Works Director, for the Town of Knightdale, acting directly or through his duly authorized representatives. The Director 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. Their decision shall be final and they shall have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

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. Unless otherwise modified, all the 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 Director.

TYPE OF CONTRACT

This contract is for Professional Lawn and Grounds Maintenance. Contractors are to provide professional lawn and grounds maintenance services only. Please note that in order to be considered eligible to bid on these contracts, the Contractor will be required to have a current and valid Commercial Ground Applicator Pesticide License issued by the N.C. Department of Agriculture with a sub-classification of Ornamental and Turf (L) in the name of an actual employee of the company and the company name.

PRE-BID CONFERENCE AND PROPOSAL REVIEW

Early arrival is strongly recommended.

In order for all prospective bidders to have an extensive knowledge of the project, **it is highly recommended that all prospective bidders attend a Pre-Bid Conference as shown below:**

Date: November 7, 2017

Time: 9:00 AM

Place: Council Chamber, Knightdale Town Hall

Location: 950 Steeple Square Ct. Knightdale NC 27545

*******THIS AREA LEFT BLANK ON PURPOSE*******

PRE-BID CONFERENCE AND PROPOSAL REVIEW

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In order for all prospective bidders to have an extensive knowledge of the project, **it is highly recommended that all prospective bidders attend a Pre-Bid Conference as shown below:**

Date: November 7, 2017

Time: 9:00 AM

Place: Council Chamber, Knightdale Town Hall

Location: 950 Steeple Square Ct. Knightdale NC 27545

County: Wake

Contact for Directions: 919-217-2212

NOTE: BRING A COPY OF THE CONTRACT PROPOSAL TO THE CONFERENCE. PROPOSALS WILL NOT BE PROVIDED. BIDDERS ARE EXPECTED TO READ THE PROPOSAL PRIOR TO THE CONFERENCE.

This conference will be conducted by Town personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have.

The Director will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the site. The Contractor is encouraged to make his/her own observations of the site to determine the condition of the items identified in this contract as the Contractor's responsibility. For items that can be shown to the Town to be deficient, the Town may elect to: 1) repair or replace such item to bring it up to standard before the Contractor assumes responsibility, 2) not repair or replace such item, but remove this item from the Contractor's responsibility.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be all attendees via email. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

PRE-BID CONFERENCE: ELIGIBILITY TO BID

All prospective bidders at the Pre-Bid Conference shall meet all of the requirements as shown below:

Only Bidders who have a current and valid North Carolina Ground Applicator Pesticide License, sub classification in Ornamental and Turf Pest Control, issued by NCDA in Bidder's (an actual employee of the company) name and company name, at bid opening will be considered eligible to bid on this project. A bid received from a Bidder who does not have a current and valid license issued by NCDA (an actual employee of the company) will be rejected as an irregular bid and will not be considered for award. If the licensee is not the Bidder then proof must be given that the licensee is an actual employee of the company.

AWARD OF CONTRACT

“The Town of Knightdale, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest RESPONSIBLE, RESPONSIVE bidder without discrimination on the ground of race, color, or national origin”.

TITLE VI AND NONDISCRIMINATION

I. Title VI Assurance

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Knightdale, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Town of Knightdale to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Town as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as Town may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

II. Title VI Nondiscrimination Program

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d, provides that: "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations (see Section III, Pertinent Nondiscrimination Authorities), which provide additional protections based on age, sex, disability and religion.

In addition, the 1987 Civil Rights Restoration Act extends nondiscrimination coverage to all programs activities of federal-aid recipients and contractors, including those that are not federally-funded.

Nondiscrimination Assurance

The Town of Knightdale hereby gives assurance that no person shall on the ground of race, color, national origin, sex, age, and disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and any other related Civil Rights authorities, whether those programs and activities are federally funded or not.

Obligation

During the performance of this contract, the Contractor and its subcontractors are responsible for complying with the Town's Title VI Program. The Contractor must ensure that the Town's Notice of Nondiscrimination is posted in conspicuous locations accessible to all employees and subcontractors on the jobsite, along with the Contractor's own Equal Employment Opportunity (EEO) Policy Statement. The Contractor shall physically incorporate this "**TITLE VI AND NONDISCRIMINATION**" language, in its entirety, into all its subcontracts on federally-assisted and state or municipal funded Town owned projects, and ensure its inclusion by subcontractors into all subsequent lower tier subcontracts. The Contractor and its subcontractors shall also physically incorporate the **FHWA-1273**, in its entirety, into all subcontracts and subsequent lower tier subcontracts. The Contractor is also responsible for making its subcontractors aware of the Town's Discrimination Complaints Process, as follows:

FILING OF COMPLAINTS

1. **Applicability** – These complaint procedures apply to the beneficiaries of the Town's programs, activities, and services, including, but not limited to, members of the public, contractors, subcontractors, consultants, and other sub-recipients of federal and state funds.
2. **Eligibility** – Any person or class of persons who believes he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities, based upon race, color, sex, age, national origin, or disability, may file a written complaint with Town's Administrative office. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative, and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and other discrimination complaints may also be submitted to the following entities:

North Carolina Department of Transportation, Office of Equal Opportunity & Workforce Services (EOWS), External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1808 or toll free 800-522-0453

US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

Federal Highway Administration, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590, 202-366-0693 / 366-0752

Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590

Federal Aviation Administration, Office of Civil Rights, 800 Independence Avenue, SW, Washington, DC 20591, 202-267-3258

US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228

4. **Format for Complaints** – Complaints must be in **writing** and **signed** by the complainant(s) or a representative and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages including Braille.
5. **Discrimination Complaint Form** – Contact the Town at the phone number above to receive a full copy of the Discrimination Complaint Form and procedures.
6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, or disability. The term "basis" refers to the complainant's membership in a protected group category. Contact this office to receive a Discrimination Complaint Form.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations	
			FHWA	FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.		
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese		
Sex	Gender	Women and Men	1973 Federal-Aid Highway Act	Title IX of the Education Amendments of 1972
Age	Persons of any age	21 year old person	Age Discrimination Act of 1975	
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, paraplegic, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990	

III. Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,

and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin);

49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Town's highway, transit, and airport financial assistance programs, as regards the use of Disadvantaged Business Enterprises (DBEs);

Form FHWA-1273, “Required Contract Provisions,” a collection of contract provisions and proposal notices that are generally applicable to *all Federal-aid construction projects* and must be made a part of, and physically incorporated into, *all federally-assisted contracts*, as well as appropriate subcontracts and purchase orders, particularly Sections II (Nondiscrimination) and III (Nonsegregated Facilities).

ELIGIBILITY OF PROPOSALS

All eligible proposals will be evaluated and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible, responsive bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a “responsible and responsive” bidder. In determining whether a bidder is responsible and responsive, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder’s experience, ability of the Bidder and staff to perform the services required, Bidder’s past performance, references, operations plan including completed personnel and materials outlines, and Bidder’s financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder’s proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a “responsible” bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible, responsive bidder. The lowest responsible, responsive bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Town may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

Any formal protest to any proposed bid shall be made in writing to the Purchasing Manager for the project within five (5) days of bid opening and shall clearly indicate that it is a “bid protest.” The Town Manager will evaluate the protest and determine, in his/her discretion, whether any further action should be taken. Further action may consist of, but not limited to, seeking additional information and/or clarification from any and all bidders regarding the alleged complaint/protest, rejecting any or all bids, finding any or all bids irregular, finding any or all bidders “not responsible”, holding a possible informal meeting to discuss the protest, or other actions in the discretion of the Town Manager. After further evaluation, and prior to award, if any, the Town Manager will notify the protesting party what further action, if any, will be taken with regard to the protest. All awards are final and are not subject to further review.

PREQUALIFICATION

The Town encourages and promotes the growth, development, and continuation of competent Contractors that can perform the work necessary under this contract. The Town's procurement process is built on the principle of competition. The Town believes that the specifications and requirements under this contract are reasonable to satisfy the need for services requested, but are not unduly restrictive, in order to encourage competition in the open market. In furtherance of these principles, bidders are not required to be prequalified for this contract. All references to "prequalification" of bidders are hereby waived for this contract.

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PERFORMANCE GUARANTEE

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment bond will be waived. In lieu of a contract performance bond, a performance guarantee will be required.

For the first year of this contract, the Contractor agrees to a Performance Guarantee consisting of five (5) per cent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial agreement unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of any extension agreement. In cases of default, the Performance Guarantee will not be refunded to the Contractor.

INSURANCE

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 Town is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Town 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 Town 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. Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Worker's Compensation Insurance for all of his employees employed at the site(s) of the project, in the amounts required by law. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors of the Town of Knightdale 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.

The contractor shall defend, indemnify and hold harmless the Town of Knightdale, 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 Town of Knightdale 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 take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall protect the Contractor whether such operations are done by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of service. In addition to proof of insurance, the Contractor's policy shall include provisions whereby the Insurance Company will notify the Town thirty (30) days prior to the policy being cancelled.

SUBLETTING OF CONTRACT

All work as outlined under this contract shall be performed by employees of the Contractor or by an approved Subcontractor. Any requests for subcontracting must be submitted in writing to the Director a minimum of thirty (30) days prior to the proposed implementation of the subcontract.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein; without written consent of the Director. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 75 percent of the total original contract amount.

An assignment by operations of law or assignment for the benefit of creditors, or the bankruptcy of the Contractor, shall not vest any right in this contract in the Trustee in bankruptcy, the Contractor's creditors, or the agent of the creditors.

A Subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with a Contractor or any portion thereof; or of his right, title, or interest herein; without written consent of the Director. In the event of an assignment by operations of law or the bankruptcy of the Subcontractor, the Contractor shall have the right, power, and authority, in its discretion, without violating the contract or releasing the Surety, to terminate the subcontract. An assignment by operations law or assignment for the benefit of creditors or the bankruptcy of the Subcontractor shall not vest any right in this contract in the Trustee in bankruptcy, nor the Subcontractor's creditors or agents of the creditors.

The approval of any subcontracts will not release the Contractor of his liability under the contract and bonds, nor

will the Subcontractor or the second tier Subcontractor have any claim against the Town of Knightdale by reason of the approval of the subcontract.

Failure of the Contractor to comply with any of the provisions of this article may be justification for disqualifying the Contractor from further bidding.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the Town of Knightdale as well as the safety and convenience of the public is the essence of the service.

TEMPORARY SUSPENSION OF THE WORK

The Director or his representative will observe operations and may suspend work for unsafe activities or conditions. Work will not resume until the unsafe condition has been eliminated or corrected. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work, and potential for cancellation and default.

SITE INVESTIGATION AND REPRESENTATION:

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence to familiarize himself with the contract or project site(s).

CONTRACT CANCELLATION POLICIES

The Town of Knightdale shall have the right to declare a 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.

CANCELLATION BY TOWN (DEFAULT)

The general reputation and performance of the Contractor is a reflection on the Town of Knightdale. This contract may be cancelled at any time by reason of unsatisfactory performance, failure to maintain a valid pesticide license, or other default of the Contractor upon five- (5) day's prior written notice by the Town. In addition, this contract may be cancelled immediately by written notification upon receipt of substantiated notification and verification that the Contractor has failed to properly pay in a timely or reasonable manner employees, suppliers, or businesses used in the completion of the contractual requirements contained in this proposal, or if the Contractor is found to be issuing checks not covered by sufficient funds. In such instances, the Town may request that the successful bidder be debarred from doing business with the Town, the state, and /or any of its subdivisions. Formal complaints may be filed with the NC Department of Labor, the Secretary of State, and the Attorney General's Office.

CONTRACTOR DEFAULT

When a Contractor defaults on an existing Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Contract, the Contractor will not be considered for award of future contracts or extensions of current contracts, until the defaulted Contractor can demonstrate as indicated below that he/she is capable of meeting the requirements outlined in the new Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Proposal.

After a period of one (1) year from the date of default notification, a defaulted Contractor is eligible to present to the Town documentation that he/she is indeed capable of meeting the requirements outlined in the new Custodial Operations and Maintenance and/or Professional Lawn and Grounds Maintenance Proposal. Documentation shall consist of:

- 1) Affidavits from a minimum of three (3) contracting firms that the Contractor has provided satisfactory performance of comparable custodial and/or grounds services within the past year;
- 2) Affidavits from a minimum of three (3) suppliers that the Contractor has paid said suppliers in a timely manner as set forth by the suppliers within the past year; and
- 3) Audited financial statements from the past year verifying that the Contractor is in good financial standing.

CANCELLATION DUE TO AVAILABILITY OF ADEQUATE FUNDING

Payments made on this contract are subject to availability of funds. The Town reserves the right to terminate this contract upon sixty (60) days' notice if funds become unavailable for this purpose.

In the event of termination, the Contractor shall be given a written notice of termination at least sixty (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.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

In accordance with 107-1 of the NCDOT Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Town of Knightdale and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with 107-14 of the NC DOT Standard Specifications. The Contractor shall indemnify and save harmless the Town of Knightdale and its Mayor and Council members, and its officers, agents, and employees from all suits, actions, or claims of 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, Subcontractor, its agents or employees, in the performance of the contract.

SAFETY AND ACCIDENT PROTECTION

In accordance with 107-21 of the NC DOT Standard Specifications. 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.

WAGES AND CONDITIONS OF EMPLOYMENT

In accordance with 107-22 of the NC DOT Standard Specifications. The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

LAWN AND GROUNDS MAINTENANCE OF WORK AREA

Description: The Contractor is to perform lawn and grounds maintenance operations as specified herein to insure the locations below are maintained in a safe, attractive, and clean, manner at all times. This contract includes all planted and undeveloped areas within the area boundaries.

NAME AND LOCATION OF WORK AREAS

The stretch of Knightdale Blvd. that begins at the Neuse River Bridge to the Eastpointe/Schneider Electric driveway. This represents a distance of approximately 4.75 miles. Total acreage is estimated at 25 acres.

The intersection of I-540 and Knightdale Boulevard. The property includes the four quadrants of the intersection, exit ramps, entry ramps, main traffic lanes on Knightdale Boulevard and shoulders of the main-line traffic lanes on I-540. The limits of the WORK SITE extend approximately 300 feet North and South beyond the exit and entry ramps to I-540, approximately 100 feet East and West beyond the traffic signals on Knightdale Boulevard, 20 feet behind all guardrails and 30 feet on the other shoulders, slopes, and drainage ditches. No work shall be done within the median of I-540 or within 15 feet of main-line shoulders because NCDOT will be responsible for such areas.

TERMS AND DEFINITIONS

1. Safe: A condition free of hazards and not having a potential for personal injury or harm.
2. Clean: Free of impurities or foreign matter not normally a part of the original component.
3. Operable: Capable of being used as originally intended.
4. Director: The Public Works Director for the Town of Knightdale acting directly or through his duly authorized representative.

PROJECT PRE-WORK CONFERENCE

Following the award of a contract and prior to beginning work, the Director will schedule a project Pre-Work Conference with the Contractor, consisting of a document review and a site review.

Pre-Work Document Review: The Director will review for approval the Contractor's proposed supervisor, work plan, national criminal background checks, staffing, equipment, materials list, etc. to insure compliance with contract.

The Contractor National Criminal Background Check Certification form and national criminal background record information shall be submitted for employees, managers and all personnel who will represent the contracting company.

The Contractor shall furnish a resume of the proposed supervisor including the supervisor's name, work experience, a copy of the N.C. Pesticide License issued by NCDA.

Pre-Work Site Review: The Contractor and Town of Knightdale personnel shall conduct a thorough review/inspection of the project site and a general statement as to overall appearance of grounds and landscaping.

Post-Work Site Review: On or just prior to the completion date of this contract, or in the event of default of contract or termination of contract, the Contractor and Town of Knightdale personnel shall conduct a thorough follow-up inspection of the rest area in order to make a comparison of the site as to conditions when the Contractor began work. A general statement is to be made by the Town as to overall appearance of rest area grounds and landscaping. The overall area's general appearance and maintenance is to be same or better at completion of contract as when contract began. The Contractor will be required to mow, remove leaves/weeds, replace plants, prune, fertilize, seed, etc., as determined by the inspections above. Any of the requested work not performed by the Contractor will be made by the Town and cost withheld/deducted from final payment.

WORK AREAS

- A. The Contractor shall report all illegal activity to local authorities and the Director immediately. All unsanctioned activity shall be reported to the Director immediately.
- B. The Contractor is cautioned concerning the following items:
1. Do not get confrontational with any travelers, including those with pets.
 2. Do not make telephone calls for assistance, except for medical emergency or for law enforcement assistance.
 3. Do not attempt to be emergency medical personnel unless certified to do so. In case of emergencies, contact local emergency services.
 4. Do not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto the work site(s).
 5. Do not attempt to be a law enforcement officer. Employees will not be permitted to have firearms on the rest area property. Contractor's personnel shall cooperate with duly constituted law enforcement officers in the performance of their duties.
 6. Do not give permission for any activities to be conducted at the work site.
 7. Do not perform mechanical work on anyone's vehicle.
 8. Do not recommend any specific service station, garage, restaurant, motel, campground or other commercial enterprise.
 9. All misplaced/lost items found at the rest area site shall be reported to the Director immediately. Items shall be kept in a secure location until the owner or Town retrieves the items. Each item shall be tagged showing date and place found, description of item and signature of finder.
- C. Employees will not be allowed to have family members, friends, etc. visiting (hanging around) the work site while employees are on duty.
- D. The Contractor will not be permitted to set up temporary utility building(s), trailer(s), vehicles, etc. for storage, office, etc. Needed materials and equipment should be brought with the Contractor on each site visit. Under no circumstances shall the Town be responsible for any theft, vandalism, or damage to the Contractor's equipment or materials.

PERSONNEL REQUIREMENTS

- A. **General:** During performance of the contract, the Contractor shall provide qualified and trained personnel capable to satisfy all the requirements of this contract. The Contractor is to make a review of the contract requirements for work included herein and in conjunction with actual job site conditions. The required staffing shall not be less than specified; however, the Contractor is responsible for all work included herein. While on duty, Contractor's personnel shall work consistently on the duties as described herein.

The Contractor is required to have a valid North Carolina Ground Applicator Pesticide License with Ornamental and Turf pest control sub-classification, issued by the NCDA, in Contractor's (an actual employee of the company) name and the company name, throughout the term of this contract. Failure of the Contractor to maintain a valid license shall be considered default of this contract.

The Contractor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

The Contractor's personnel are to be polite and assist the public with information and aid in such a manner as to reflect favorably on the Town and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The Town reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract.

The Town places significant value on the safety of the public. The Contractor is required to perform nationwide criminal background checks on employees, managers and all personnel who will be representing the contracting company using a service, approved by the Town, for national background checks. All costs associated with the background checks shall be at the Contractor's expense. Employees with a disqualifying criminal background are prohibited from working at Town work sites.

An individual is prohibited from working at a Town work site due to a disqualifying criminal background if:

- (a) **The individual has previously been found guilty of having the status of an habitual felon, N.C.G.S. 14-7.1,**
- (b) **The individual has a history of convictions for felony or misdemeanor assaultive behavior or felony or misdemeanor convictions for weapons charges,**
- (c) **The individual has outstanding arrest warrants that he/she has become aware of, or pending criminal court cases and has not notified the Contractor within 24 hours of awareness,**
- (d) **The individual has a pending habitual impaired driving offense, N.C.G.S. 20-138.5,**
- (e) **The individual has a prior sex offender conviction,**
- (f) **The individual has conviction(s) that once submitted to the Town by the Contractor for review after the award of the contract, but before the start of the contract, or prior to the renewal of the contract, where the Town objects based on the nature of the individual's conviction(s) and the need to protect the safety of the traveling public.**

Contractor shall submit national criminal background checks referenced above for each new employee. Should the Contractor retain employees from a previous contract, Contractor shall submit new background checks for each retained employee. After obtaining the national criminal background check on all potential employees, the Contractor shall submit the Contractor National Criminal Background Check Certification form and

national criminal background record information at the Project Pre-Work Conference. **No employee is to begin work at the rest area under the new contract without undergoing the national criminal background check.** Upon yearly renewal of an existing contract, the Contractor shall provide updated national criminal background checks of its employees, managers and all personnel who will be representing the contracting company, thirty (30) days prior to the expiration of the current contract year.

Contractor must have each employee notify Contractor within 24 hours when he/she has been convicted of a felony or a misdemeanor, and Contractor must notify NCDOT within 24 hours of that employee's notification. The Town reserves the right to request a new national criminal background check for any employee at any time.

Noncompliance with the requirements of the Contractor National Criminal Background Check Certification shall be grounds for contract cancellation.

- B. Staffing:** The Contractor shall provide sufficient man hours and personnel to satisfy the contract objectives at all times, but not less than thirty-two (32) man hours per week on site.

NOTE: Failure to complete the required minimum number of man hours per week on site as specified will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

Employees shall be trained in proper grounds maintenance procedures (e.g., proper mowing, correct pesticide application, correct pruning methods, etc.). At least one (1) fluent English speaking employee shall be on site at all times.

- C. Supervisor:** The Contractor shall provide a supervisor for direct on site supervision of rest area workers. A high level of importance is placed on proper supervision. The supervisor shall be on site at all times. The supervisor shall speak and write fluent English.

NOTE: Failure of the supervisor to be on site, supervising employees as specified will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

The Contractor's Supervisor, or representative, shall be available by telephone and/or mobile 24 hours a day for immediate contact. The supervisor shall have the authority to take immediate action to correct conditions, determined by the Town to be unsafe, or reflecting unfavorably on the State of North Carolina and the Contractor.

NOTE: If the Contractor's Supervisor, or representative, does not respond within 24 hours of contact, the Division reserves the right to have the work performed with other forces. The cost of the work so performed, including materials, labor, and equipment will be deducted from payment due the Contractor.

Experience: The Contractor's supervisor shall have a minimum of two (2) years' experience as a supervisor in grounds maintenance.

License: The supervisor is required to have a valid and current North Carolina Commercial Ground Applicator Pesticide License with Ornamental and Turf pest control sub-classification, issued by the

NCDA, in the supervisor's name, throughout the term of this contract. Any supervisor that fails to maintain a valid license shall be replaced immediately.

The supervisor shall keep himself fully informed of all federal, state and local laws and regulations governing the safe and proper handling, application, transportation, storage, and disposal of pesticides and fully comply with all such laws and regulations.

Supervisor's Time Off: The Contractor can designate a substitute Supervisor, upon approval from the Director, who can work in the Supervisor's absence for not more than four (4) weeks annually. The substitute Supervisor shall have a valid and current North Carolina Commercial Ground Applicator Pesticide License with Ornamental and Turf pest control sub-classification, issued by the NCDA. The Director shall be notified a minimum of twenty-four (24) hours prior to a supervisor taking time off.

Replacement of Supervisor: The Director shall be contacted immediately in the event the Supervisor position becomes vacant for any reason. The Contractor shall submit a written request to the Director for the replacement of the Supervisor. The request shall contain the individual's name, a resume outlining individual's grounds maintenance experience, and a copy of individual's valid and current pesticide license issued by NCDA. A substitute Supervisor shall be designated in the meantime. The substitute Supervisor shall have a valid and current pesticide license issued by NCDA.

Supervisor's Weekly Work Report: The Supervisor shall complete the weekly work report and leave on site at a designated place at the rest area or with the Director's Representative after each visit.

NOTE: Failure to complete and send the Supervisor's Weekly Work Report to the Director as specified will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at Each Rest Area Site.

Contractor's Monthly Work Plan: The Contractor shall submit a monthly work plan, outlining the tasks to be completed for the upcoming month. The plan shall be submitted by the last day of the preceding month.

NOTE: Failure to submit Contractor's Monthly Work Plan will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at Each Rest Area Site.

Records: In addition, the Director has the right to request copies of pesticide application records at any time during the term of this contract.

NOTE: Falsification of information, including, but not limited to Supervisor's Weekly Work Report, Contractor's Monthly Work Plan, pesticide application records, etc., will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

GENERAL REQUIREMENTS

SAFETY PRECAUTIONS

- A. Safety and Accident Protection: Contractor shall be required to supply all safety personal protective equipment (PPE) to employees. PPE shall consist of, but not limited to: ear protection, safety glasses, safety vest (meeting ANSI/ISEA 107-2004 Class 2 standards), safety toe shoes, and outside working gloves.

Contractor's staff shall not cross the highway either on foot or on equipment. Travel to and from the site shall be by vehicle and must comply with all applicable laws, including crossing at an interchange, and not the median. All staff shall wear safety vests at all times.

The Contractor shall fulfill the requirements of this contract in a manner that ensures that all public access areas are free of potential hazards or risks that may cause injury, health or safety risks, or damage to assets. All accidents, injuries and near misses shall be reported to the Director immediately. All staff on duty will be required to submit a written statement to the Town describing the incident.

It is the Contractor's responsibility to ensure that all employees are trained to meet OSHA training requirements and all equipment meets OSHA standards. In the event of an OSHA inspection which results in fines to the Contractor, NCDOT will reimburse Contractor only for those fines imposed as a result of a violation of OSHA standards in the structure of the facility itself. Any fines imposed as a result of the activities of the Contractor's employees, or of the Contractor's equipment, which are in violation of OSHA standards shall be the responsibility of the Contractor.

- B. Materials and Equipment: The Contractor shall provide all materials, equipment and supplies, adequate in quantity and of a high commercial quality, necessary for professionally performing all work in this contract, regardless of the estimated quantities proposed in their bid. All equipment used shall be commercial grade and of sufficient size to complete tasks effectively and in a timely manner. All equipment shall be in good working order capable of being used as originally intended, including all guards and safety attachments. All mowing equipment shall have deflector shields or bag attachments in place at all times.

By submission of a bid package the bidder agrees that, during the performance of the contract, they shall be able to supply a minimum of the following commercial grade for use as needed. For mowing equipment a 60" cut commercial riding mower with deflector shield and leaf collection attachment that can be adjusted to the specified mowing height. A small push or self-propelled mower with bag attachments that can be adjusted to the specified mowing height is required for areas around the building. For the aerating equipment a tractor mounted 3-point hitch core type aerator and a commercial walk behind core type aerator for areas around the buildings. For the lawn herbicide applicator is a 50 (fifty) gallon capacity commercial sprayer designed to evenly distribute herbicide lawn products. A minimum of one (1) commercial style backpack leaf blower is required.

The label and M.S.D.S. for each product used shall be brought to the rest area at all times the Contractor is using the product. All containers, applicators and bottles shall be labeled with the product they contain. Containers shall be securely closed when not in use. Strictly adhere to label/MSDS requirements for safe use of products.

- C. Temporary Traffic Control (TTC) Prior to beginning any maintenance operations, the Contractor shall place approved 48" x 48" warning signs with stands and orange cones in the rest area. Signs stating "Mowing Ahead", "Workers" or the symbol thereof, or other MUTCD TTC standard signs approved by the Director, shall be placed at the entrance to the work area. Additional signs may be required at the direction of the Director. Orange 36" MUTCD TTC standard cones shall be placed around Contractor's parked trucks and trailers and may be required in other areas where work is being performed at the direction of the Director.
- D. Fire extinguisher, first aid kit and hazardous spill kit: These items shall be furnished by the Contractor and readily available at all times when work is being performed at the rest area. Contractor shall ensure personnel are trained in the proper use of these items.

In the event of an emergency, Contractor's personnel are to contact local emergency services. Staff is not to act as emergency medical personnel, unless properly certified to do so. Contractor shall report all emergency events to the Director immediately.

Note: Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

- E. Illegal Activity: In the event of illegal activity such as solicitation, robbery, assault, vandalism, etc., Contractor's personnel are to contact local emergency services. All illegal activity shall be reported to the Director immediately.

NOTE: Failure to follow any safety precaution as specified will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at Work Site.

UNIFORMS

- A. General: The uniform is a valuable point of employee recognition by the traveling public. Therefore, a high emphasis will be placed on employees wearing neat and clean uniforms at all times while working, and a reduction in daily compensation will be applied when employees are not in specified uniform.

The uniform shall be worn by all personnel including the supervisor. The uniform shall be complete, as outlined below, and shall be in good condition, neat and clean.

- B. Standard Uniform: The Contractor shall provide uniforms consisting of shirt (with identification showing the Company's name/logo), trousers or jeans (waist to ankle), safety vest (meeting ANSI/ISEA 107-2004 Class 2 standards), and safety toe shoes. ANSI Class 2 work shirts are acceptable in lieu of vests. Orange clothing in lieu of safety vest is not acceptable. Shirts shall be worn to fit and shall remain buttoned (when applicable) and tucked into the trousers/jeans at all times. Trousers/jeans shall be worn to fit with no holes or tears.

Hats are optional, but if chosen to be worn, must be of a uniform type with company name/logo on the front. A plain, black or orange toboggan type, knit hat may be worn during cold weather only. No other forms of head covering will be permitted.

Coats shall either have the Company's name/logo or a pin on type identification badge with Company's name/logo. A hat with Company's name/logo may be used for identification purposes in lieu of a uniform company coat.

NOTE: Failure of any employee to be in specified uniform will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

OTHER

- A. Renovation/Landscaping Work: Painting, construction, major repairs, or landscaping may be required to be done by others during the life of this contract. The Contractor shall be required to cooperate with other Contractors or state forces in the execution of all work.
- B. Repairs: All equipment and materials necessary for performance of this contract shall be the responsibility of the Contractor. Contractor shall be responsible for routine maintenance repairs and damage to equipment and materials in connection with performance of this contract.

PLANT AND PEST QUARANTINES

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

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

Originating in a quarantined county

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

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

MAINTENANCE OF GROUNDS

GENERAL

The term "GROUNDS" includes, but is not limited to, plant beds, individual trees and shrubs, lawns, drives, walkways, parking, picnic, graveled, and undeveloped areas within the designated work site. The Contractor shall pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of maintenance as may be required to complete the work herein described. Contractor shall provide all necessary equipment and materials for the maintenance of these areas. The required maintenance shall not be less than specified; however, the Contractor is responsible for maintaining conditions as specified herein. All work shall be performed as specified and as directed by the Director.

For the Median Work Site, the work site shall be considered as the area between the main roadway shoulder to the opposite road way shoulder; (Including all slopes, drainage ditches, and hazardous spill basins if applicable.) For the I-540 Interchange, the limits of the work site extend approximately 300 feet North and South beyond the exit and entry ramps to I-540, approximately 100 feet East and West beyond the traffic signals on Knightdale Boulevard, 20 feet behind all guardrails and 30 feet on the other shoulders, slopes, and drainage ditches. No work shall be done within the median of I-540 or within 15 feet of main-line shoulders because NCDOT will be responsible for such areas.

- A. **Mowing Cycle**: For the purpose of this contract a mowing cycle shall consist of mowing, trimming, edging, and cleanup as a result of these operations.
- B. **Schedule**: All work shall be scheduled on a weekly basis on the same day(s) between 7:00 AM Monday and 12:00 NOON Friday. Every effort shall be made to adhere to the same weekly scheduled day(s). However, on occasions an alternative schedule may be required. In such cases, the Director shall be notified and must grant approval before an alternative schedule is begun.

- C. Time Restrictions: All work described herein shall be completed on the same scheduled day(s) each week.

No work shall be performed on non-scheduled days, Saturdays, Sundays and/or holidays unless approved in advance by the Director. The Contractor shall only perform the work described in this contract proposal during daylight hours.

- D. Yearly Service Schedule: Work shall be performed as designated in the Yearly Schedule as included in this document.

LAWNS

All lawn areas are to be maintained so as to provide a superior stand of turf.

- A. Mowing of Turfgrass:

1. Special precautions shall be used when mowing during maintenance operations.
2. All debris or litter in lawn shall be removed prior to mowing.
3. A minimum of one (1) mowing cycle shall be performed as directed in the attached work schedule, or by the Director throughout the year in order to maintain a clean, neat appearance. Mowing may be required more than once per week or not at all as directed by the Director.
4. Mowing shall be completed in a neat, uniformly cut manner. Gapped or rolled down, uncut streaks of turfgrass will not be considered acceptable. **The height of the mowing cut shall be no less than 3.5 inches and shall be approved by the Director.** The Contractor shall not "scalp" any areas of turfgrass. The Contractor shall not mow lawns while the turf is wet.
5. The lawn areas which have been sodded with hybrid Bermuda grass shall be mown to no less than 1.25 inches, not to exceed 2.5 inches between mowings, or at the direction of the Director. Over winter, the rye shall be mown to a height not less than four (4) inches. Once the Bermuda green up has begun, the mowing height shall gradually decrease at the direction of the Director.
6. All areas shall be mown and/or weed eaten to the top/bottom of the slopes and/or wood line to maintain an attractive appearance and prevent encroachment of invasive growth.
7. All mowing equipment shall have deflector shields or bag attachments in place at all times. Excess clippings shall be removed from turf areas, sidewalks, drives, etc. and blown or washed off building sides, glass surfaces, structures or other fixed objects after each mowing. **DO NOT** hit trees, light poles, sign posts, picnic accessories, buildings, etc. with mowers. All mowing and trimming operations shall be conducted so that clippings are not thrown onto any mulched area around trees or plant beds. Contractor shall promptly remove all clippings thrown into any mulched area as a result of mowing/trimming operations.
8. All elements of a mowing cycle shall be COMPLETED WITHIN A 36-HOUR PERIOD. No partial mowing will be allowed unless the weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

NOTE: Failure to mow as directed by the Director throughout the year, grass not mown as specified, or mowing cycle not completed within a 36 hour period will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

- B. Fertilization of Turfgrass: The application of fertilizer and iron shall be timed with adequate soil moisture in non-irrigated areas and shall be coordinated with the Director. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

1. Soil Tests shall be taken and results provided to the Town once per year.
2. Fertilization shall occur using the following guidelines:
 - a. Pre-Emergent applied late Feb-mid March
 - b. Selective post emergent weed control in spring, early summer, later summer, and early fall
 - c. April-May fertilize with 10-20-20 with iron
 - d. June July fertilize with 5-10-31 with iron

- e. July August fertilize with 15-3-7 with iron
- f. September October fertilize with 18-20-12 50% slow release

- C. Aeration/Overseeding: Aeration and overseeding shall be coordinated with the Director. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present.

All mown lawn areas shall be aerated with a core type aerator to provide oxygen to the root systems of the turf thus increasing the availability of nutrients to the root system. The Medians shall be aerated and then overseeded in Mid-September with 400 pounds of Perennial Ryegrass per acre.

Note: Overseed with Perennial Ryegrass. All grass seed required by this contract will be furnished by the Contractor. Contractor shall provide sample information including supplier, composition, and date for all products used. Dependent upon results of soil testing Lime or Gypsum may be added to soils at a then negotiated rate.

- D. Repair Seeding: Repair seeding shall be coordinated with the Director. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present.
1. Repair seeding shall be done as required to re-establish turf or worn or bare areas. The Contractor shall close these areas until a turf can be established. The repair seeding shall be done promptly at the locations and times directed by the Director. The work of repair seeding shall include minor seedbed preparation when directed by the Director; the furnishing, placing, and covering of fertilizer and seed; and the furnishing and placing of mulch is required; all in accordance with these specifications.
 2. Repair seeding of centipede shall occur in May using centipede seed (1/4 to 1/2 pound per 1,000 square feet.) or sprigs (3/4 bushel per 1,000 square feet). Germination is expected in 28 days but establishment is slow. Keep seedbed continually moist to insure good germination.
 3. Seedbed preparation will be required unless otherwise permitted by the Director. A seedbed preparation as extensive as that performed for the original seeding and mulching will not be required. The degree of preparation shall be sufficient to retain the seed against displacement by wind, rain, or surface runoff, and shall be acceptable to the Director. The acceptable degree of seedbed preparation will depend on the location, soil conditions, and drainage conditions at the site. As a general rule, the soil shall be scarified or otherwise loosened to a depth of not less than 4 inches, unless approved otherwise by the Director.
 4. No fertilizer shall be distributed and no seed shall be sown when the Director determines that conditions are unfavorable for such operations. Fertilizer and seed shall be covered and mulch held in place in a manner acceptable to the Director. Covering shall be such that it will prevent displacement by wind, rain, or surface runoff except that covering may be eliminated when directed by the Director. Mulch shall be grain straw.
- E. Weed Control: All lawn areas shall be treated once per year with a pre-emergent annual grass control herbicide (mid-February through April 1st) and once per year with a post-emergent broadleaf weed herbicide (April through May). Additional spraying of herbicides for weed control shall be required by the Director or elected to be used by the Contractor. Upon notification by the Director to apply additional herbicides, Contractor shall have one (1) week to complete the required application. See Pesticide Usage for specifications.
- F. Insect and Disease Control: All lawn areas shall be monitored for the infestation of insects or appearance of diseases. Notify the Director immediately upon discovery. The Contractor is responsible for treatment. Timing and product selection shall be approved by the Director. See Pesticide Usage for specifications.

EDGING/TRIMMING/MOWING

- A. Lawns: All curbs, sidewalks, concrete pads, etc., shall be edged with an edger each mowing cycle during the growing season or as directed by the Director, in order to maintain a clean, neat appearance. Contractor shall not edge with herbicide.
- B. Shrub Beds: All bed lines shall be kept edged in a clean and neat manner throughout the year as directed by the Director. Contractor shall not edge with herbicide.
- C. Trimming: Trimming around trees, shrubs, signs, poles, guardrail, & any other structures shall be performed during each mowing cycle as necessary. Care should be taken to protect the trunks and stems of all plants as well as structures. Contractor shall not trim with herbicide.
- D. Slopes/Drainage Ditches/Hazardous Spill Basin: Slopes, drainage ditches, and hazardous spill basin on the site shall be maintained to an acceptable appearance, as determined by the Director. Slopes, drainage ditches, and hazardous spill basin shall be mown and/or weed eaten in conjunction with the routine mowing cycle, and as needed, and as directed by the Director throughout the year, however, not less than one (2) times each month during the growing season. Leaves, seed pods, etc. shall be kept out of ditches, swales, etc. All clippings shall be removed from the spill basins or drainage inlets and disposed of by the Contractor.

Herbicide use in drainage ditches and hazardous spill basin shall be only at the direction of the Director. Contractor shall not trim around rip rap with herbicide.

- E. Paved and Storage Areas: These areas include all surfaced and graveled areas along drives and walkways, and around buildings, dumpsters, and picnic accessories, etc. Contractor shall be responsible for edging these areas properly, spraying all joints/cracks/gravel, preventing encroachment of naturalized areas, and keeping these areas free of leaves, grass/shrub clippings, shrub/tree branches/limbs, etc. DO NOT allow pesticide runoff or mulch, leaves, clippings, etc. to go into drop inlets. Care shall be taken to prevent staining all paved surfaces.

PLANTINGS

- A. Plant Replacement:
1. Dead and or diseased plants (trees, shrubs, flowers, forbs and grasses) are to be removed by the Contractor when directed by the Town and replaced. Replacement plants/planting shall be maintained by the Contractor. The replacement planting shall require higher maintenance (watering, weeding, fertilization, etc.) than the established planting, the amount to be determined by the Director. The replacement plants will be provided by the Town with exceptions as noted in Damages. The Contractor shall provide labor for installation and maintenance. Large, mature trees over four (4) inches DBH will be removed by others.
 2. The Town may expand the existing plantings with the Contractor. These areas are to be maintained as specified above for replacement plants/plantings. Payment for installation and additional maintenance shall be negotiated under supplemental agreement prior to installation.
 3. The Town may expand/renovate the existing plantings by separate contract, including NC DOT Highway Beautification Projects. The planting contract will include a warranty period. The Contractor will not be responsible for the new planting during the planting and warranty period. At such time the warranty period expires the Town will be responsible for the maintenance of the new planting or may negotiate with the Contractor for maintenance under supplemental agreement.

NOTE: Damage of plantings (per plant), replacement planting not performed as specified, and/or higher maintenance not performed as specified, will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

- B. Weed Control: Beds shall be kept free of weeds at all times. Two (2) pre-emergent herbicide applications shall be performed on plant beds (one between August 21 and August 31 and one between January 15 and February 28). See Pesticide Usage for specifications. Hand weeding and post emergent pesticide applications shall be necessary, as weeds will not be permitted to remain in beds.
- C. Insect and Disease Control: All plantings shall be monitored for the infestation of insects or appearance of diseases. Notify NCDOT immediately upon discovery. The Contractor is responsible for treatment. See Pesticide Usage for specifications.
- D. Fertilization: All plant material shall be fertilized according to individual plant requirements once per year with a complete analysis slow release fertilizer specially formulated for ornamental plantings. Fertilizer shall be applied between January 1 and February 28 of each year with rate and analysis as listed on Plant Bed Fertilization Requirements. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present.
- E. Pruning: Pruning shall be performed using acceptable horticultural practices and must be approved in advance by the Director. The Director shall be notified a minimum of 48 hours in advance and given the opportunity to be present. Dead stems, branches and limbs of all plant material and all safety hazards are to be pruned immediately. Trees and shrubs shall be pruned with sharpened tools of the appropriate size to make clean cuts. All debris (branches, stalks, clippings, etc.) shall be removed from the site or cut into small pieces and disposed of in the undeveloped areas specified by the Director.

Spring and/or summer blooming trees and shrubs shall be pruned within 60 days after flowering. Non-blooming deciduous species shall be pruned/thinned after leaf drop. Evergreens shall be pruned between March 1 and April 15 with touch-up pruning as needed between June 1 and August 30.

Shrubs shall be trimmed and shaped as directed by the Director to improve safety, to maintain form and vigor, and so as not to interfere with pedestrian access to sidewalks, greenway trails, etc. Trees shall be pruned as directed by the Director to improve safety, so as not to obscure area lighting, signage, and to prevent overhanging onto structures, sidewalks and other similar hard surface areas, benches, etc. and to ensure structural stability. All pruning shall be done in a manner to maintain the natural form and shape of the plant species as closely as possible.

Daylilies if applicable, shall have the scapes removed by hand after they have browned. Large outlying beds of daylilies shall be mown after flowering to a height of not less than five (5) inches and no more than eight (8) inches in order to remove dead flower stalks and rejuvenate foliage. Excess debris shall be removed from bed. Daylily beds shall be mown to the ground after the first killing frost, between October 15 and November 15, and all debris shall be removed.

Allow forbs (herbaceous plant material) to die-back at season's end. In early spring before green-up, cut dead top growth back as close to ground as possible without damaging the crown. Remove stalks from forbs in late winter if directed to do so by the Director. Retain the top-growth (browned) foliage of native and ornamental grasses in the landscape as long as possible to benefit from the ornamental qualities of their dormant stage. In early spring before green-up, prune back to twelve (12) inches, dead top-growth of all native and ornamental grasses, except those that are evergreen.

Contractor shall complete any other pruning directed by the Director within 30 days of notification.

- F. Mulching: Contractor shall furnish and place mulch prior to start of the yearly mowing activities and replenish according to the following specifications. Prior to start of yearly mowing cycle, before the placement of mulch, all bed areas shall be edged with a mechanical bed edger.
1. The mulch shall be double shredded hardwood bark, clean and void of sticks, cones, leaves or any extraneous materials. The Contractor shall present a sample to the Director for approval prior to beginning mulch applications. The Director shall be given the opportunity to be present for all mulch applications.

2. Upon notification of the Director, the Contractor shall place the mulch around all individual landscape plants and bedded shrub areas within the rest area site as directed by the Director. This mulching shall be performed by February 28 of each year.
3. Additional mulch shall be placed around all individual landscape plants and bedded shrub areas around the Town signage in May prior to the Memorial Day Holiday.
4. Mulch shall be placed and maintained to ensure a uniform four (4) inch depth covering the entire mulched area. The diameter of the mulch ring for individual ornamental type plants shall be:
 - 12 inch diameter plants and less - 3 foot ring
 - 12-24 inch diameter plants - 4 foot ring
 - 24 inch diameter or larger - 5 foot ring
5. Mulch shall be tapered and not placed against the tree or shrub trunk so as to cause insect damage to the trunk or to promote adventitious root development. Mulch shall not be placed against buildings so as to allow insect damage to wooden exteriors. Following mulching operations, Contractor shall lift any branches or leaves of desirable plants which have been covered with mulch.
6. Mulch shall be replenished as required to maintain the specified depth, or as directed by the Director.

PESTICIDE USAGE

Spraying of pesticides for weed, insect or fungus control may be required by the Town or elected to be used by the Contractor, upon approval by the Director. Contractor shall be responsible for removal of all invasive pests. Special precautions shall be used when applying pesticides during maintenance operations. **DO NOT allow drift or runoff of pesticides. Unapproved use or off target damage shall not be permitted.**

NOTE: Any pesticide usage on the site shall be by or under the direct on site supervision of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with an Ornamental and Turf (L) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Director a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Director a minimum of 48 hours prior to their use. The Director shall be given a minimum of 48 hours prior notification and shall be given the opportunity to be present for all applications.

NOTE: Application of pesticide on the site by an applicator not licensed as specified above, or without direct on site supervision of a licensed applicator as specified above, pesticides not applied when specified or directed by the Director, use of a product (including, rate, timing, and area of application) without prior approval, use of a product inconsistent with the label, or unapproved use and/or off target damage, will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

The Director has the right to request copies of pesticide application records at any time during the term of this contract.

CLEAN UP

The following activities shall be performed, at a minimum, once per week year round. Snow removal is by others.

- A. Roadways: All curbs and gutters shall be blown as needed, but especially after all mowing, edgings, and plant bed maintenance.
- B. Parking Lots: All curbs in parking lot areas shall be blown to remove minor trash and debris during each visit. The Contractor is responsible for removal of all grass clippings, etc., caused by edging or mowing

operations.

C. Grounds:

1. All grounds shall be policed for litter and debris a minimum of once per week, year round.
2. Storm water runoff and inlet areas shall be checked after every storm in order to remove minor debris, leaves, etc. The Contractor is responsible for removal of limbs and damaged/fallen trees less than four (4) inches in diameter or less, the extent of which will be determined by the Director. The Town will be responsible for preparing, removing, and disposing of large limbs or trees greater than four (4) inches in diameter.
3. All debris, leaves, limbs etc. shall be removed from site by the Contractor, or if approved by the Director, cut into small pieces and disposed of in the undeveloped areas specified by the Director.

D. Leaf/Seed Pod Removal:

1. Leaves and seed pods such as sweet gum balls and pine cones, etc. shall be removed from all grounds weekly or as directed by the Director. Leaves shall be removed as much as possible from all plant beds without disturbing the mulch. Leaves shall not be blown into the wood line.

NOTE: Failure to remove leaves and/or seed pods once a week or as directed by the Director, will result in immediate documentation of reduction in compensation as specified in Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.

2. No leaves/seed pods, clippings or branches/limbs are to be placed in waterways, drainage ditches, hazardous spill basins, bio-retention areas, or any other stormwater device.

- E. Undeveloped/Natural Areas: These areas shall be kept from encroaching into lawn/developed areas. Woodland edges shall be kept clean from weedy growth. A fifty (50) foot perimeter into the woods shall be kept free of trash, debris, dead/broken limbs, etc. New growth of weeds, briars, trees, vines, etc. shall be removed as directed by the Director.

COOPERATION BETWEEN CONTRACTORS

The Town reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract. The Town has a separate custodial maintenance contract for this facility. The grounds Contractor will be required to cooperate with the custodial Contractor during the performance of his duties at the rest area.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other. Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

The Town will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another. The Town will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

DAMAGES

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors, to fixed objects such as, but not limited to, wayfinding signs, signs, posts, buildings, and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current cost to replace with like material of equal size or an equivalent combination. Such cost shall be deducted from the Contractor's monthly invoice. All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the Director. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Director. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

TOWN RESPONSIBILITIES

- A. Administration: The Town will provide personnel for administering the terms and conditions of this Agreement. The Town will be responsible for all cost occurred on elected renovations and or upgrading of facilities.
- B. Grounds, Parking Lot and Roadway: The Town will be responsible for placement and repairs to pavements, sidewalks, curbs, area lights, (walkway, roadway and parking areas) roadway signs and pavement markings, except as caused by Contractor.
- C. Inspections: The Town's field representative will conduct frequent, unscheduled inspections and complete an inspection form noting conditions and compliance with contract provisions and quality of workmanship. A copy of the form shall be left on site with an additional copy sent to the Contractor. These inspections will be performed at a minimum frequency of bi-weekly.
- D. Contractor Personnel: The Town will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Town will not participate in the cost of such repairs. This is inclusive of flying debris which damages cars, buildings or any other person, structure or object.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract. The aesthetic appearance of the site and its reflection on the North Carolina Town of Knightdale as well

as the safety and convenience of the public is the essence of the service. When the Town observes the Contractor has failed to adequately perform any of the services for which the Contractor is responsible, the Director or his designee will take the following action in his/her discretion:

Grounds Services

- A. Non-Compliance: When services (mulching, pruning, weeding, etc.) are not provided in accordance with the contract, the Contractor will be notified and directed to perform the services within 24 hours.
- NOTE: The eleven (11) non-compliance issues that will not be subject to the notification and direction to “perform the services within 24 hours” policy but will result in immediate documentation of reduction in compensation have been specified herein and are so noted on page 31, Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at the Work Site.**
- B. Follow-up on Non Compliance: An inspection of non-compliance items will be made at the conclusion of the 24 hours by the Town. The Contractor's supervisory employee will be asked to accompany the Town's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, the previous notice will be rescinded; however, if non-compliance still remains, the supervisor will be given notification in writing with copy of non-compliance mailed to the Contractor's company address.
- C. Reduced Compensation: Should the follow-up inspection show the item(s) remain in non-compliance, the Contractor's monthly compensation will be reduced in accordance with the Standard Compensation Reduction Schedule included under Compensation.
- D. Service(s) Restored: The Contractor shall be responsible for notifying the Town when items have been corrected.
- E. Services Restored by the Town of Knightdale: If the Contractor fails to prosecute the work as directed or fails to perform the work in a safe, satisfactory manner, the Director may proceed to have the work performed with other forces. The cost of the work so performed including materials, labor, and equipment will be deducted from payment due the Contractor on his contract.
- F. Contract Cancellation: Continued non-compliance by the Contractor will be considered unsatisfactory performance and may be grounds for contract cancellation.

Standard Compensation Reduction Schedule for Lawn & Grounds Maintenance at the Work Site		
Grounds Maintenance Employees		Each Week/Instance
1.	* Safety precautions not followed as specified (per person).	\$100.00
2.	* Not in specified uniform (per employee).	\$50.00
3.	* Required minimum number of man hours not completed as specified (per hour).	\$200.00
4.	* Supervisor's Weekly Work Report not completed and left on site as specified.	\$200.00
5.	* Contractor's Monthly Work Plan not submitted as specified.	\$200.00
6.	* Supervisor not on site.	\$100.00
7.	* Falsification of information.	\$100.00
Grounds Maintenance		Each Week/Instance
1.	* Grass not mown as directed by the Director throughout the year. Grass not mown as specified. Non-adherence to the 36 hour stipulation without cause.	\$1500.00
2.	Edging, trimming/mowing and/or cleanup of mowing cycle not performed as specified.	\$500.00
3.	Debris/trash or excess grass clippings left after mowing cycle.	\$200.00
4.	Slopes/drainage ditches/hazardous spill basin not properly maintained as specified.	\$1000.00
5.	Fertilization and/or liming not performed as specified.	\$1000.00
6.	Aeration and/or seeding not performed as specified.	\$1000.00
7.	* Application of pesticide on the site by an applicator not licensed or without direct on site supervision of a licensed applicator as specified above, pesticides not applied when specified or directed by the Director, use of a product (including rate, timing, and area of application) without prior approval, use of a product inconsistent with the label, or unapproved use and/or off target damage.	\$500.00
8.	Weeds in plantings/excess weeds in lawn.	\$500.00
9.	* Damage of plantings (per plant). Replacement planting not performed as specified. Higher maintenance not performed as specified.	\$200.00
10.	Pruning of trees/shrubs not performed as specified.	\$500.00
11.	Mulch needed and/or not placed as specified.	\$2000.00
12.	Cleanup after storms not performed as specified.	\$1000.00
13.	* Leaves and/or seed pods not removed from all grounds weekly or as directed by the Director.	\$1000.00

*** Deduction not subject to the 24 hour non-compliance policy.**

COMPENSATION

The Town agrees to pay the Contractor one twelfth of the lump sum per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 5% withheld during the first year of the contract as stated in the Performance Guarantee (see page 10).

Monthly Submittal Data required for processing payment is as follows:

1. Monthly invoice for services rendered.
2. Following Months Work Plan.

In addition to the monthly submittal data listed above, the Director may request further information.

NOTE: The Contractor is requested to wait ten (30) days after submission of invoice and other required monthly submittal data before contacting the Town regarding payment not being received.

Reduction Schedule: This Contract is set up for full 100% payment provided all services are rendered as outlined herein; however, when the Contractor fails to provide any part of the service in accordance with the terms of the contract, adjustments will be made to the monthly compensation on the monthly invoice submitted for payment. The reduction will be calculated according to the Standard Compensation Reduction Schedule for Lawn and Grounds Maintenance at Work Site, page 31. In addition, any costs incurred for work performed by other forces that is the responsibility of the Contractor will be deducted from the monthly compensation.

BASIS OF PAYMENT

Lawn and grounds maintenance prices and payments will be full compensation for all work covered in this contract including, but not limited to, furnishing all labor, equipment, transportation, supplies and materials necessary to complete the work for 18 month (June 30th 2019), regardless of the estimated quantities in their bid.

NOTE Minimum Wage: In the event of a Federal or State minimum wage increase, the contract price may be subject to change. The Contractor may be given an increase in contract price equal to his increased verified payroll labor costs resulting from the increase in the minimum wage, provided the Contractor furnishes the Town with correlating cost records which support the contract price increase.

Schedule of Services

Month	Location	Service	Frequency
January			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing (As Needed)*	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing (As Needed)*	1
February			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing (As Needed)*	2
	I-540	Litter and Debris Removal	4
	I-540	Mowing (As Needed)*	1
March			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing	2
	Blvd	Fertilization/Weed Suppression (Pre-Emergent)	1
	Blvd	Shrub and Tree Inspection Report	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
	I-540	Weed Suppression (Pre-Emergent) - Beds	1
	I-540	Shrub and Tree Inspection Report	1
April			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing	4
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
May			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing	4
	Blvd	Fertilization/Weed Control	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
June			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing	4
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
July			
	Blvd	Litter and Debris Removal	4
	Blvd	Mowing	4
	Blvd	Fertilization (Turf Areas)	1
	Blvd	Shrub and Tree Inspection Report	1
	I-540	Litter and Debris Removal	4

	I-540	Mowing	2
	I-540	Weed Suppression (Beds)	1
	I-540	Shrub and Tree Inspection Report	1
August			
	Bldv	Litter and Debris Removal	4
	Bldv	Mowing	4
	Bldv	Pruning Shrubs and Trees	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
September			
	Bldv	Litter and Debris Removal	4
	Bldv	Mowing	4
	Bldv	Fertilization (Turf Areas)/Weed Control	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
October			
	Bldv	Litter and Debris Removal	4
	Bldv	Mowing	2
	Bldv	Pruning Shrubs and Trees	1
	Bldv	Aeration, Fertilization, Overseed	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	2
	I-540	Pruning Shrubs and Trees	1
November			
	Bldv	Litter and Debris Removal	4
	Bldv	Mowing	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing	1
December			
	Bldv	Litter and Debris Removal	4
	Bldv	Mowing (As Needed)*	1
	I-540	Litter and Debris Removal	4
	I-540	Mowing (As Needed)*	1

* Please provide unit Cost for additional mowing services as needed for both areas

NOTES:

Mulch Installation - Must occur as specified in Contract between January and March, all beds to be mechanically edged at time of mulching

Bldv - Hand Weeding of beds must occur at each Mowing Cycle as per Contract

LAWS

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2015 (Act), Article 6E, N.C. General Statute § 147-86.55, the State Treasurer published the Final Divestment List (List) which includes the Final Divestment List-Iran, and the Parent and Subsidiary Guidance-Iran. These lists identify companies and persons engaged in investment activities in Iran and will be updated every 180 days. The List can be found at <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

By submitting the Offer, the Contractor certifies that, as of the date of this bid, it is not on the then-current List created by the State Treasurer. The Contractor must notify the Town immediately if, at any time before the award of the contract, it is added to the List.

As an ongoing obligation, the Contractor must notify the Town immediately if, at any time during the contract term, it is added to the List. Consistent with § 147-86.59, the Contractor shall not contract with any person to perform a part of the work if, at the time the subcontract is signed, that person is on the then-current List.

During the term of the Contract, should the Town receive information that a person is in violation of the Act as stated above, the Town will offer the person an opportunity to respond and the Town will take action as appropriate and provided for by law, rule, or contract.

EXECUTIVE ORDER 24

By **EXECUTIVE ORDER 24**, issued in 2009, 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. Sec. 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."

G.S. 20-175 (b). PEDESTRIANS SOLICITING RIDES, EMPLOYMENT, BUSINESS OR FUNDS UPON HIGHWAYS OR STREETS.

No person shall stand or loiter in the main traveled portion, including the shoulders and median, of any State highway or street, excluding sidewalks, or stop any motor vehicle for the purpose of soliciting employment, business or contributions from the driver or occupant of any motor vehicle that impedes the normal movement of traffic on the public highways or streets: Provided that the provisions of this subsection shall not apply to licensees, employees or contractors of the Department of Transportation or of any municipality engaged in construction or maintenance or in making traffic or engineering surveys.

In the event the solicitation event or the solicitors shall create a nuisance, delay traffic, create threatening or hostile situations, any law enforcement officer with proper jurisdiction may order the solicitations to cease. Any individual failing to follow a law enforcement officer's lawful order to cease solicitation shall be guilty of a Class 2 misdemeanor.

(1937, c. 407, s. 136; 1965, c. 673; 1973, c. 507, s. 5; c. 1330, s. 39; 1977, c. 464, s. 34; 2005-310, s. 1; 2006-250, ss. 7(a), 7(b); 2008-223, s. 1.)

G.S. 14-132. DISORDERLY CONDUCT IN AND INJURIES TO PUBLIC BUILDINGS AND FACILITIES.

(a) It is a misdemeanor if any person shall:

- (1) Make any rude or riotous noise, or be guilty of any disorderly conduct, in or near any public building or facility; or
- (2) Unlawfully write or scribble on, mark, deface, besmear, or injure the walls of any public building or facility, or any statue or monument situated in any public place; or
- (3) Commit any nuisance in or near any public building or facility.

(b) Any person in charge of any public building or facility owned or controlled by the State, any subdivision of the State, or any other public agency shall have authority to arrest summarily and without warrant for a violation of this section.

(c) The term "public building or facility" as used in this section includes any building or facility which is:

- (1) One to which the public or a portion of the public has access and is owned or controlled by the State, any subdivision of the State, any other public agency, or any private institution or agency of a charitable, educational, or eleemosynary nature; or
- (2) Dedicated to the use of the general public for a purpose which is primarily concerned with public recreation, cultural activities, and other events of a public nature or character.
- (3) Designated by the Attorney General in accordance with G.S. 114-20.1.

The term "building or facility" as used in this section also includes the surrounding grounds and premises of any building or facility used in connection with the operation or functioning of such building or facility.

(d) Any person who violates any provision of this section is guilty of a Class 2 misdemeanor.

(1829, c. 29, ss. 1, 2; 1842, c. 47; R.C., c. 103, ss. 7, 8; Code, s. 2308; Rev., s. 3742; 1915, c. 269; C.S., s. 4303; 1969, c. 869, s. 7 1/2, c. 1224, s. 2; 1981, c. 499, s. 2; 1993, c. 539, s. 72; 1994, Ex. Sess., c. 24, s. 14(c).)

G.S. 20-161. STOPPING ON HIGHWAY PROHIBITED; WARNING SIGNALS; REMOVAL OF VEHICLES FROM PUBLIC HIGHWAY.

(e) When any vehicle is parked or left standing upon the right-of-way of a public highway, including rest areas, for a period of 24 hours or more, the owner shall be deemed to have appointed any investigating law-enforcement officer his agent for the purpose of arranging for the transportation and safe storage of such vehicle and such investigating law-enforcement officer shall be deemed a legal possessor of the motor vehicle within the meaning of that term as it appears in G.S. 44A-2(d).

(1937, c. 407, s. 123; 1951, c. 1165, s. 1; 1971, c. 294, s. 1; 1973, c. 1330, s. 25; 1985, c. 454, s. 6; 2003-310, s. 1; 2007-360, ss. 4, 5; 2009-104, s. 1; 2010-132, ss. 13, 14, 15.)

19A NCAC 02E

SECTION .0407 - CONTROL AND REGULATION OF ROADSIDE PARKS AND REST AREAS

It shall be unlawful, within any scenic service overlook, rest area or other designated parking area on the primary and secondary roads and highways of the state, for any person, firm or corporation to erect tents, booths, or structures of any kind for camping or any other activity; to create loud music or other objectionable noise; except as permitted pursuant to 19A NCAC 2E .0800 of the North Carolina Administrative Code, to solicit contributions, names, support or for any other purpose; to conduct or participate in public or private auctions and other ceremonies; to distribute tracts, pamphlets, favors or any material, product or literature; to erect displays, signs, or carry on any commercial activity; to use public address systems; to distribute or use alcoholic beverages; to engage in disorderly conduct or use vulgar, obscene or profane language; or, to commit any nuisance producing a material annoyance, inconvenience, hurt, discomfort, or that is dangerous to the life, property and welfare of the traveling public.

History Note: Authority G.S. 136-18(9); 136-125;
Eff. July 1, 1978;
Amended Eff. October 1, 1991; August 1, 1986.

STANDARD SPECIAL PROVISIONSListing of Addendums and Referenced Items

Supervisor's Weekly Work Report, page 36.

Plant Bed Fertilization Requirements, page 37.

Work Site Non-Compliance Notification, page 38.

Small Business Enterprise Contractor's Self Certification, pages 39-42.

W-9, page 43.

DBE-IS form, page 44.

Contractor National Criminal Background Check Certification, page 45.

NCDOT LAWN & GROUNDS MAINTENANCE

SUPERVISOR'S WEEKLY WORK REPORT

Route: _____ County: _____ Lane: _____ Date: _____

Start Time: _____ Completion Time: _____ No. of Employees: _____

Weather Conditions: _____

Work Accomplished This Visit:

Lawn _____

Plantings _____

Materials Used _____

Additional Comments:

Supervisor's Signature _____ Date _____

To Be Emailed to Director After Each Weekly Work Cycle

PLANT BED FERTILIZATION REQUIREMENTS

1. MASS PLANTINGS

*** THICKLY PLANTED BEDS (PLANTED 2' OC OR LESS)**

MAY BE BROADCAST

*** 2 POUNDS N / 1000 SQUARE FEET SHALL BE APPLIED**

NOTE: N = POUNDS OF ELEMENTAL NITROGEN (NOT TOTAL PRODUCT)

EXAMPLE:

14-14-14 (40 POUND BAG)

$0.14 \times 40 = 5.6$ POUNDS OF NITROGEN / BAG

5.6 POUNDS DIVIDED BY 2 POUNDS = 2.8 X 1000 = 2800

1 BAG WILL FERTILIZE 2800 SQUARE FEET OF AREA

2. INDIVIDUAL PLANTS

***INDIVIDUAL ORNAMENTAL PLANTS, SHRUBS, AND TREES**

SHALL BE FERTILIZED PER PLANT REQUIREMENT

PLANTS, SHRUBS & TREES (PER PLANT WITHIN DRIPLINE)

SIZE	MEASURE
8-12"	1/2 CUP
13-18"	3/4 CUP
19-24"	1 CUP
25-30"	1 1/4 CUP
31-36"	1 1/2 CUP
37-42"	2 CUPS
>42"	ONE CUP PER FOOT OF BRANCH SPREAD

***CHART BASED ON 14-14-14 ANALYSIS (APPLICATION WILL BE ADJUSTED PER ANALYSIS USED)**

**FERTILIZER REQUIREMENTS: COMPLETE ANALYSIS,
MINIMUM 50 % CONTROLLED RELEASE NITROGEN,
1-1-1 OR 2-1-1 RATIO**

**NOTIFICATION OF WORK SITE CONTRACT NON-COMPLIANCE
FOR LAWN AND GROUNDS MAINTENANCE**

TO: _____ **FROM:** _____

DATE: _____

Employee(s) On Duty: _____
(Note: Employee(s) are requested to notify contract supervisor immediately concerning this notice.)

Please be advised that the following item is in Non-Compliance and reduction in compensation is in effect (24 hour limit to correct non-compliance):

Description of Non-Compliance Item	Date & Time of 1 st Inspection	Date & Time of 2 nd Inspection	Total Dollar Amount of Reduction

The reduction in compensation begins with the above date and time of the second inspection. Standard reductions that are not subject to the 24 hour non-compliance policy as listed on page 31 are effective immediately.

The above Non-Compliance item was corrected on the following date and time: _____

If the contractor fails to perform the work in a satisfactory manner, the Director may proceed to have the work performed by the Town or with other forces.

Services Or Repairs		Costs by Other Forces, Vendors, Other Contractors, Etc.	
Material Cost	\$	Materials Cost	\$
Labor Cost	\$	Labor Cost	\$
Equipment Cost	\$	Equipment Cost	\$
Total Cost	\$	Total Cost	\$

Amount of Total Reduction \$ _____ **Town Inspector Signature** _____

Check Here _____, **if this notification is rescinded.** **Date** _____

Contractor: Please notify Director when you have corrected item(s).

**State of North Carolina
Department of Transportation**



Small Business Enterprise (SBE) Form

Send completed form to:

Office of Equal Opportunity &
Workforce Services
ATTN: SBE
1511 Mail Service Center
Raleigh, NC 27699-1511
Fax: 919-508-1818

(Name of Business)

(Owner's Name – First Middle Last)(Title)

(Street address) (City) (State) (Zip)

(Mailing address if different from the Street Address) (City) (State) (Zip)

(Business Telephone) (Fax Number) ()

(Email Address) (FEDERAL TAX I.D. NUMBER/ SOCIAL SECURITY NUMBER)

Is your business affiliated with any other firm(s)? Yes ___ No ___: If Yes, list company: _____

A Business with an annual gross income over \$1.5 million (exclusive of materials) is not eligible to participate in the North Carolina Department of Transportation (NCDOT) Small Business Enterprise (SBE) Program.

I hereby certify that the Business listed above meets the criteria for the NCDOT Small Business Enterprise Program in accordance with the NCAC and Small Business Enterprise Program Guidelines. Insurance as required by NCDOT shall be in the name of the Business and certificate of insurance shall be attached to the contract proposal as required. The above Business shall have its own financial resources. Information submitted may be subject to verification by NCDOT. False statements on this application or in contract submittals may result in all applicable civil and criminal penalties being imposed, including but not limited to the above firm being barred from doing business with NCDOT.

The Business shall comply with all terms and conditions of any contract awarded. The contract consists of, but is not necessarily limited to the proposal or "bid" submitted, the plans for the project, the specifications for the project and any supplemental agreements entered into.

NOTE - AFFIDAVIT SHALL BE NOTARIZED

STATE OF: _____

COUNTY OF _____

I _____, A Notary Public for said State, County, do hereby certify that

_____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this _____ day of _____ 20__

(Signature Owner/Officer)

(Notary Signature)

Seal }

My commission expires _____ 20__

**State of North Carolina
Department of Transportation**



**Small Business Enterprise
Form**

Send completed form to:

Office of Equal Opportunity &
Workforce Services
ATTN: SBE
1511 Mail Service Center
Raleigh, NC 27699-1511
Fax: 919-508-1818

Directions: Indicate the type(s) of work your firm is interested in bidding on:

Hauling

- Hauling (Asphalt)
- Hauling (Gravel, sand, debris, etc. – not asphalt)

Landscaping and Erosion Control

- Mowing
- Temporary Silt Fence
- Landscape Planting
- Seeding and Mulching
- Selective Vegetation Removal

Concrete and Masonry

- Brick masonry construction
- Concrete curb and gutter
- Incidental concrete construction
- Sidewalk, driveways, wheelchair ramps
- Concrete Barrier

Drainage

- Subsurface Drainage Installation
- Pipe Culverts / storm drain installation

Utility Installation

- Waterline Installation
- Sanitary Sewer Installation

Ferry Division

- Marine Welding
- Roof Replacements
- Utility Road Bores
- Plumbing repair services
- Refrigeration repairs
- HVAC repairs
- Marine HVAC repairs
- Floor tile installation
- Metal fabrication work
- Janitorial services
- Concrete repair work
- Wastewater services

Highway Preparation and Grading

- Clearing and grubbing
- Roadway grading and excavation

Paving

- Asphalt surface treatment
- Concrete Pavement
- Milling Asphalt Pavement

Highway Finishing

- Pavement Marking
- Permanent Signing
- Fence
- Guardrail

Safety and ITS

- Sign lighting systems
- Signal traffic management system
- Work Zone Signing

Aviation

- Vertical Construction
- Clearing & Grubbing
- Paving
- Electrical Projects

Transit

- Commercial/Institutional Building Construction
- Plumbing
- Heating/Air Conditioning
- Janitorial
- Solid Waste Collection

Other

- Building removal and demolition
- Construction Surveying
- Painting Steel Structure

The following information is collected for reporting purposes only	
Please indicate gender of firm's owner: <input type="checkbox"/> Male <input type="checkbox"/> Female	Please indicate ethnicity of firm's owner: <input type="checkbox"/> Asian/Pacific American <input type="checkbox"/> African American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Subcontinent Asian American

State of North Carolina Department of Transportation
Small Business Enterprise Form

Please check the Divisions or Counties in which you are seeking work			
Division	District 1	District 2	District 3
One	Camden Currituck Dare Gates Pasquotank Perquimans	Bertie Hertford Northampton	Chowan Hyde Martin Tyrrell Washington
Two	Beaufort Pitt	Carteret Craven Pamlico	Greene Jones Lenoir
Three	Onslow Pender	Duplin Sampson	Brunswick New Hanover
Four	Edgecombe Halifax	Nash Wilson	Northampton Wayne
Five	Wake	Durham Granville Person	Franklin Vance Warren
Six	Robeson	Cumberland Harnett	Bladen Columbus
Seven	Alamance Orange	Guilford	Caswell Rockingham
Eight	Chatham Randolph	Hoke Lee Moore	Montgomery Richmond Scotland
Nine	Davidson Rowan	Davie Forsyth Stokes	
Ten	Cabarrus Stanly	Mecklenburg	Anson Union
Eleven	Alleghany Surry Yadkin	Avery Caldwell Watauga	Ashe Wilkes
Twelve	Cleveland Gaston	Alexander Iredell	Catawba Lincoln

Thirteen	Burke McDowell Mitchell Rutherford	Buncombe Madison Yancey	
Fourteen	Henderson Polk Transylvania	Haywood Jackson Swain	Cherokee Clay Graham Macon
Public Transportation Division	Statewide	Statewide	Statewide
Rail Division	Statewide	Statewide	Statewide
Aviation Division	Statewide	Statewide	Statewide
Bicycle/Pedestrian Division	Statewide	Statewide	Statewide
Ferry Division	Brunswick	New Hanover	Other
Purchasing	General		

**TOWN W-9
And
VENDOR REGISTRATION FORM**

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 PROPRIETOR (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 _____)

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 _____

CONTRACTOR NATIONAL CRIMINAL BACKGROUND CHECK CERTIFICATION**Knightdale Landscaping Services Contract**

I, _____ ("Contractor"), certify that:

I have obtained a national criminal background check on all potential employees including all Contracting officers, owners, partners, and/or managers and all personnel who will be representing the contracting company for this contract. None of the employees have a disqualifying criminal background.

- (1) An individual is prohibited from working at the Town of Knightdale due to a disqualifying criminal background if:
 - (a) The individual has previously been found guilty of having the status of an habitual felon, N.C.G.S. 14-7.1,
 - (b) The individual has a history of convictions for felony or misdemeanor assaultive behavior or felony or misdemeanor convictions for weapons charges,
 - (c) The individual has outstanding arrest warrants that he/she has become aware of, or pending criminal court cases and has not notified the Contractor within 24 hours of awareness,
 - (d) The individual has a pending habitual impaired driving offense, N.C.G.S. 20-138.5,
 - (e) The individual has a prior sex offender conviction,
 - (f) The individual has a conviction(s) that once submitted to the Town by the Contractor for review after the award of the contract, but before the start of the contract, or prior to the renewal of the contract, where the Town objects based on the nature of the individual's conviction(s) and the need to protect the safety of the traveling public.
- (2) After award and before the start of the contract, I will submit for the Town's inspection the national criminal background check of all employees. If the Town objects to the assignment of an employee on the basis of the employee's national criminal background check, I agree to discontinue using that employee to provide services under the contract.
- (3) I understand that no employee is to begin work at the rest area under the new contract without undergoing the national criminal background check.
- (4) I understand that upon yearly renewal of an existing contract, I shall submit updated national criminal background checks of all employees 30 days prior to the expiration of the current contract year.
- (5) If I receive information that an employee has a disqualifying criminal background, I will immediately remove that employee from contract duties.
- (6) I understand that the Town reserves the right to request a new national criminal background check for any employee at any time.
- (7) I understand that I am to keep the Town aware of any new charges disclosed to me by my employees within 24 hours of disclosure.
- (8) I acknowledge that noncompliance with the requirements in this certification shall be grounds for contract cancellation.

Company Name: _____

Contractor's Signature: _____

Date: _____

This form is required to be completed by the Contractor and submitted with the national criminal background check at the Project Pre-Work Conference. All costs associated with the background checks shall be at the Contractor's expense.

TOWN OF KNIGHTDALE

BID PROPOSALS

As stated under “AWARD OF CONTRACT” above, the Director will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Director, using his/her discretion, will determine whether a bidder is “responsible” and capable of performing the required work. The Bidder should demonstrate an understanding of the requirements of the contract, and that the requirements have been addressed in his bid to the satisfaction of the Director. The Bidder shall demonstrate experience delivering lawn and grounds maintenance services and that it is capable of performing the required work under this contract, to the satisfaction of the Director. This includes services such as mowing, plant bed maintenance, customer service, contract compliance, pesticide laws and regulations, employment laws and regulations, insurance, human resource management, business administration and experience interacting with the public. Proof that the pesticide license included in the bid packet belongs to an actual employee of the company will be required.

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

PREPARATION AND SUBMISSION OF BIDS

One (1) original and two (2) duplicate copies of the Bid Submittal Package, the information required on page 3 for the Contractor’s Operations Plan, and all addenda; shall be submitted as the Bidder’s proposal. All bid submittal documents shall be prepared and submitted in accordance with the following listed requirements. The Town reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package (pages 1 through 17) furnished by the Town shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Town. Copies of previous proposals shall be rejected. On an attached document, the Bidder shall provide the information requested on page 3.
2. All entries including signatures shall be written in ink. Copies of signatures shall be rejected.
3. The Bidder shall submit a lump sum price, which will be the total amount of bid for the entire project.
4. The total amount bid shall be written numerically in the proper place on the Contract Bid Form.
5. Changes in any entry in the Bid Submittal Package shall be made by marking through the entry in ink (whiteout is not allowed on bid documents) and making the correct entry adjacent thereto in ink. A representative of the Bidder shall date and initial the change in ink.
6. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
 - d. Completed attestation by Notary Public.

Note: Signer, Witness and Notary Public must be different individuals.
7. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
8. 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.

9. The Bid Submittal Package shall be placed in a sealed envelope and shall have been delivered to and received in the Council Chambers at Town Hall of Knightdale, located at 950 Steeple Square Ct. Knightdale NC 27545
10. The sealed bid should display the following statement on the front of the sealed envelope:
**QUOTATION FOR PROPOSAL NO. 18-4190126, LANDSCAPING SERVICES
 CONTRACT
 TO BE OPENED AT 2:00 PM ON JANUARY 5, 2018.
 ATTN: BRENT QUICK
 NAME OF BIDDER**
11. If not delivered in person, the sealed envelope should be placed in another sealed envelope and the outer envelope should be addressed as follows:
**Bid No. 18-4190126
 Attention: Brent Quick
 Town of Knightdale
 Purchasing Manager
 950 Steeple Square Ct
 Knightdale NC 27545**

Failure to address proposals correctly could result in delayed delivery service.

BID SUBMITTAL PACKAGE CONTENTS

The Bid Submittal Package contains the following bid documents:

- a. Cover Sheet: Contractor's Federal ID Number, p. 1.
- b. Contractor Contact Information, p. 2.
- c. Contractor's Operations Plan including attachment(s), p. 3.
- d. Listing of MBE/WBE Subcontractors, p. 4.
- e. Contractor's Work Experience and References, p. 5 to 6.
- g. Copy of Bidder's (individual's name and company name) N.C. Pesticide License issued by NCDA, p. 7.
- h. Contract Bid Form, p. 8.
- i. Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, p. 9 to 16.
- j. Bid Submittal Package Checklist, p. 17.

NOTE: The entire Bid Submittal Package shall be placed in a sealed envelope and received by the Town of Knightdale's Purchasing Section prior to 2:00 PM, January 4, 2018. Proposals arriving after this date and time shall not be considered under any circumstances.

DELIVERY OF BIDS

The Town of Knightdale's Purchasing Department is located in the Knightdale Town Hall, 950 Steeple Square Ct. Knightdale NC 27545. To contact Purchasing by phone for directions, etc. the number is 919-217-2212. Bids hand delivered must be stamped received prior to 2:00 PM, January 4, 2018.

REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein may be considered irregular and may be rejected. The Town has the right to reject all bids without cause.

TOWN OF KNIGHTDALE
BID SUBMITTAL PACKAGE

Solicitation (IFB, RFP, RFQ) No. 18-4190126

January 5, 2018

Project: Town of Knightdale Median and I-540 Interchange Landscape Maintenance

Service: Professional Lawn and Grounds Maintenance

Bidder/Offeror: _____

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

CONTRACTOR'S OPERATIONS PLAN**Bidders shall provide the following information:**

Materials Plan: As part of your bid submittal package, on an attached separate document, provide a Materials Plan you propose to use to fulfill the requirements of this contract. The plan should include:

- 1) A listing of all supplies, materials, and specific equipment;
- 2) The estimated quantities of each for the one year term of the contract. Please note, if awarded the contract, the bidder will be required to provide all actual quantities required for performance of the contract, regardless of the estimated quantities in their bid.

Personnel Plan: As part of your bid submittal package, below or on an attached separate document, provide a Personnel Plan you propose you use to fulfill the requirements of this contract. The plan should include:

- 1) The number of days you intend to be on-site working each week;
- 2) The minimum number of employees to be on-site working;
- 3) The minimum number of hours each employee works each week;
- 4) The duties to be performed each week.

The operations plan should be clear and legible in all respects without a need for additional explanation or information and should demonstrate that the bidder has a thorough understanding of the requirements of this contract. The Director reserves the right to request additional information or clarification if necessary, in his/her discretion.

CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to grounds maintenance services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to lawn and grounds maintenance services which this business or its supervisors, managers, owners or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Director to determine whether a bidder is “responsible” and capable or able to perform the work necessary under the contract. The bidder may submit more than three (3) references using this same form. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.

1. Agency or Firm Name: _____
 Physical Address: _____
 Mailing Address: _____
 Contact Person: _____
 Telephone(s): _____
 Email address: _____
 Type of Facility: _____
 Acres of Grounds Maintenance Performed: _____ Lawn _____ Plantings
 Man Hours of Service Provided Per Week: _____
 Length of Contract: _____
 Dates of Contract: _____

2. Agency or Firm Name: _____
 Physical Address: _____
 Mailing Address: _____
 Contact Person: _____
 Telephone(s): _____
 Email address: _____
 Type of Facility: _____
 Acres of Grounds Maintenance Performed: _____ Lawn _____ Plantings
 Man Hours of Service Provided Per Week: _____
 Length of Contract: _____
 Dates of Contract: _____

3. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Acres of Grounds Maintenance Performed: _____ Lawn _____ Plantings
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____

4. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Acres of Grounds Maintenance Performed: _____ Lawn _____ Plantings
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____

B IDDER' S CURRENT NCDA PESTICIDE LICENSE

Bidder (individual's and company name) shall place current license on this sheet and make a copy for submittal.

**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

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**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

_____ By _____

Signature of Witness

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

NOTARY SEAL

_____ 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**

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

_____ Signature of Witness

_____ 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

Subscribed and sworn to before me this the

NOTARY SEAL

_____ 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 venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address

Signature of Witness or Attest By _____ Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address

Signature of Witness or Attest By _____ Signature of Contractor

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

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address

Signature of Witness or Attest By _____ Signature of Contractor

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

If Corporation, affix Corporate Seal

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

Signature of Witness

Print or type Signer's name

Signature of Contractor, Individually

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**

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

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

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: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The bidder shall provide immediate written notice to the Town if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Town, 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 Town.
3. The 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 Town contracts, unless authorized by the Town.
4. For Federal Aid projects, the 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 Town, without subsequent modification, in all lower tier covered transactions.
5. The 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 Town 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 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 Town 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 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 bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

BID SUBMITTAL PACKAGE CHECKLIST

This checklist has been provided to assist you in completing your Bid Submittal Package. Review this list and verify that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contractor's Information.
	3	Contractor's Operations Plan.
		Attachment to Operations Plan including Materials List as specified.
		Attachment to Operations Plan including Personnel Plan as specified.
	4	Listing of MBE/WBE Subcontractors. Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number zero.
	5-6	Contractor's Work Experience and References, with a minimum of three (3) references included.
	7	Copy of Bidder's (individual's name and company name) NCDA Current Pesticide License, license placed on sheet and copied.
	8	Contract Bid Form.
	9-16	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	17	Bid Submittal Package Checklist.
		Addendum, if applicable.
		Submit original and two (2) duplicate copies.

End of bid submittal package!