



NORTH CAROLINA

850 Warren C. Coleman Blvd., P.O. Box 308, Concord, NC 28026 - www.ci.concord.nc.us

High Performance Living



June 23, 2014

To: Interested Tree Service Contractors

SUBJECT: Solicitation of Quotes
Tree and Limb Removal Contract No. TLR-15A

As part of the regular maintenance of our street and sidewalk system, the City of Concord needs to prune, limb, or remove trees that are affecting or have the potential to affect the safety of the traveling public. As such, the Transportation Department is soliciting quotes from ISA Certified Arborists for such work within city street rights-of way for the 2015 fiscal year. Enclosed is a set of Quoting Documents for your information and further details with regards to this work. If interested, please provide us with your signed quote in a sealed envelope by the date specified on the Quoting Form.

Thank you for your consideration and if you have any questions with this quote request, please call us at 704-920-5362 or 704-920-5363.

Sincerely,

CITY OF CONCORD

J. K. Wilson, III, P.E.,
Transportation Director

JKW/lmp

Enclosure

cc: Project File: Contract No. TLR-15A
Judy Cox, Executive Secretary
Sid Talbert, Purchasing

Transportation

Phone (704) 920-5362 • Fax (704) 795-0404



**Tree and Limb Removal
Contract No. TLR-15A**

TRANSPORTATION DEPARTMENT

**P.O. Box 308 - 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
(704) 920-5300**

STANDARD FORM CONTRACT
Tree and Limb Removal Contract TLR-15A

This contract is made and entered into as of the Notice to Proceed Date specified on EXHIBIT J by the City of CONCORD ("City") and _____ ("Contractor"), (x) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. This contract is for the pruning, limbing, or removal of specified, hazardous trees and / or tree limbs located within the rights-of-way of the public street and sidewalk systems of the City of Concord, North Carolina that are affecting or have the potential to affect the safety of the traveling public. .

Sec. 2. Services and Scope to be Performed. The Contractor shall provide pruning, limbing, or removal of specified, hazardous trees and / or tree limbs during non-emergency and emergency situations including mobilization(s), set-ups and take-downs, all labor including special subcontracting, equipment, vehicles, materials, miscellaneous hardware, tools, consumables, fuel, other incidentals, traffic control and safety operations, cleanup, grinding and disposal(s) to an approved site, seeding and mulching (if needed), touch-up repairs, handwork, administrative cost, insurance, and overhead, and all else required to complete the work to the satisfaction of the Director and the City in accordance with this contract at the charges set forth either in this paragraph or in Exhibit "A". In this contract, "services" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on the Notice to Proceed Date specified on EXHIBIT J and end at June 30, 2015. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input checked="" type="checkbox"/> \$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by

reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" – Certificate of Insurance.
- (e) Exhibit "E" – Bond Forms.
- (f) Exhibit "F" – General Conditions, Specifications, Quote Form and Debarred Firms Certification Form.
- (g) Exhibit "G" – Special Provisions and Conditions.
- (h) Exhibit "H" – DBE Policy Statement and Minority Business Forms.
- (i) Exhibit "I" – Notice of Award.
- (j) Exhibit "J" – Notice to Proceed.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

J. K. Wilson, III, PE
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704) 785-0404

To the Contractor:

VaLerie Kolczynski, Esq.
Interim City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately

from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or

belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD: _____
(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

City Clerk

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

SEAL

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____ dated Notice to Proceed Date specified on EXHIBIT J.

Scope of Services:

The Contractor shall provide pruning, limbing, or removal of specified, hazardous trees and / or tree limbs during non-emergency and emergency situations within the rights-of-way of the public street and sidewalk systems of the City of Concord as needed, at the charges set forth either herein, in the Standard Form Contract Tree and Limb Removal Contract No. TLR-15A Sec. 2. Services and Scope to be Performed or as further stated in any Exhibit(s) attached to this contract at locations designated by the City of Concord Transportation Department. All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, the North Carolina Department of Transportation Vegetation Management, the International Society of Arboriculture, the latest revision of ANSI A 300 ANSI Z 133.1, latest revision of the APPA Safety Manual, the National Electric Safety Code, and the Manual on Uniform Traffic Control Devices, Latest Edition. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.

Fee for Scope of Services:

The fee for services shall not exceed \$13,000 and shall be based on a unit cost format, whereby the quantities of items satisfactorily installed, verified, and accepted by the Director or his designated representative(s) shall be the actual quantities that are used in determining the basis of payment. Payment at the unit prices for the various items listed on the Quote Form will be full compensation for all the items covered by the work. In no case will the total amount paid to the Contractor exceed the not to exceed amount indicated above. Invoices shall be directed to: City of Concord Attention: Mr. J. K. Wilson, III, PE Transportation Director, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause or have the potential to cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates: Historical data and as approved by City Council for the FY 15 City Budget.

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____ day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), 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 Internal Revenue Service (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. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



EXHIBIT "D"
ATTACHMENT SHEET FOR
CERTIFICATE(S) OF INSURANCE

Refer to Contract for insurance requirement(s)

TRANSPORTATION DEPARTMENT

P.O. Box 308 - 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5331



NORTH CAROLINA

26 Union Street South, P.O. Box 308, Concord, NC 28026 -- concordnc.gov

High Performance Living



DATE: July 1, 2015

SUBJECT: PRIVILEGE LICENSE REMINDER

VENDOR NAME _____

VENDOR FAX NUMBER _____

VENDOR EMAIL ADDRESS _____

VENDOR ATTENTION NAME: _____

Please note: Our fiscal year ends on June 30th. Our new year begins July 1st. All privilege license fees need to be paid prior to the beginning of the new year. If the license has not been renewed, this could affect the issuance of purchase orders, and or invoice payment processing. Please contact the City of Concord tax office at 704-920-5216 if you have any questions or have not received your renewal notice.

CITY OF CONCORD DEPARTMENT - TRANSPORTATION

DEPARTMENT CONTACT – J.K. WILSON, III, PE or RANDY SHUE

TELEPHONE – 704-920-5362 or 704-920-5387

Note: Please disregard if you have prior receipt of this notice.

Finance

Phone (704) 920-5200 • Fax (704) 788-9375

Purchasing Department 704-920-5440

Tax Department 704-920-5216

CITY OF CONCORD VENDOR INFORMATION FORM

CITY OF CONCORD

Purchasing Division
850 Warren C. Coleman Blvd. South
P. O. Box 308
Concord, NC 28026-0308
Phone: 704-920-5441 Fax: 704-785-8856

LEGAL NAME OF COMPANY/CORPORATION: _____

DBA/DOING BUSINESS AS(IF DIFFERENT FROM LEGAL NAME) _____

ARE YOU A NORTH CAROLINA CORPORATION? YES _____ NO _____ IF NOT, ARE YOU REGISTERED TO DO BUSINESS IN NORTH CAROLINA? YES _____ NO _____

CITY OF CONCORD BUSINESS PRIVILEGE LICENSE NUMBER: _____ NOTE: FOR INFORMATION REGARDING PRIVILEGE LICENSE OR PRIVILEGE LICENSE FORM, CONTACT CITY OF CONCORD TAX OFFICE: 704-920-5216

NOTE: ALL OF THE ABOVE WILL BE REQUIRED FIELDS IN ORDER TO ESTABLISH A VENDOR NUMBER AND TO RECEIVE PAYMENT FOR ANY GOODS OR SERVICES

FEDERAL TAX ID# _____ SOCIAL SECURITY # IF INDIVIDUAL _____

FOR OUT OF STATE VENDORS, PROVIDE N.C.SALES TAX NUMBER _____

QUOTATION ADDRESS: _____ COUNTY _____

MAILING ADDRESS (PURCHASE ORDERS) _____

REMITTANCE ADDRESS _____

INVOICE PAYMENT TERMS _____ DISCOUNT,IF YES,EXPLAIN _____

MANAGER: _____ PHONE: _____ FAX: _____

SALES REPRESENTATIVE: _____ PHONE _____ FAX: _____

CONTACT PERSON: _____ PHONE: _____ FAX: _____

ACCOUNTS RECEIVABLE CONTACT: _____ PHONE: _____ FAX: _____

TYPE OF DISTRIBUTOR _____ PRODUCTS/SERVICES OFFERED: _____

E-VERIFY EMPLOYER: APPLICABLE _____ OR EXEMPT _____ (LESS THAN 25 EMPLOYEES)
ALL VENDORS MUST SUBMIT AFFIDAVIT AND RETURN WITH THIS FORM.

*For more information: visit the City's web site at
<http://www.concordnc.gov/departments/finance/purchasing>*

FOR CITY USE BELOW:
PERSON SUBMITTING FORM: _____ DATE: _____
RECEIVED IN PURCHASING BY: _____ DATE: _____

FOR VENDOR INFORMATION CHANGE ONLY, OR NOTES, PROVIDE BELOW:

City of Concord
Post Office Box 308
Concord, North Carolina 28026-0308

For Office Use Only:
Charge to P.O. # _____
Due _____

PROJECT: #CONTRACT TLR-15A DESCRIPTION: Tree and Limb Removal

Date Notice to Proceed: _____
Completion Date: _____
Days Remaining in Contract: _____
Percent Work Complete: _____
Percent Time Complete: _____
Percent Payment Complete: _____

APPLICATION FOR PAYMENT NO. _____ SHEET NO. _____ OF

PERIOD FROM: _____ TO: _____

CERTIFICATE OF THE CONTRACTOR

To the best of my knowledge and belief, I certify that this periodical estimate is correct and all work has been performed and materials supplied in full accordance with the terms and conditions of the contract documents between the undersigned contractor and the City of Concord.

GROSS AMOUNT OF PARTIAL PAYMENT -----\$ _____

LESS: RETAINAGE AT _____ PERCENT -----\$ _____

PREVIOUS PAYMENT -----\$ _____

LIQUIDATION DAMAGES

_____ DAYS @ \$ _____ -----\$ _____

OTHER DEDUCTIONS:

_____ -----\$ _____

_____ -----\$ _____

TOTAL DEDUCTIONS -----\$ _____

NET AMOUNT DUE THIS ESTIMATE -----\$ _____

Name of Contractor: _____ Address: _____

Signed: _____ Title: _____ Date: _____

CERTIFICATE OF CONSTRUCTION ADMINISTRATOR/ENGINEER

I certify that I have verified this periodical estimate and that to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied under the contract.

Consultant Engineer: _____ Date: _____

Construction Administrator: _____ Date: _____

APPROVED AND PAYMENT RECOMMENDED:

CITY OF CONCORD

Signed: _____ Title: _____ Date: _____



EXHIBIT "E"
ATTACHMENT SHEET FOR
PERFORMANCE & PAYMENT BONDS

PERFORMANCE & PAYMENT BONDS
NOT REQUIRED
THIS CONTRACT

TRANSPORTATION DEPARTMENT

P.O. Box 308 – 850 Warren C. Coleman Blvd.
Concord, North Carolina 28026-0308
704-920-5331

**PERFORMANCE BOND
(NOT REQUIRED THIS CONTRACT)**

Date of Execution of this Bond _____

Name and Address of Principal (Contractor) _____

Name and Address of Surety _____

Name and Address of Contracting Body City of Concord
26 Union Street, South P.O. Box 308
Concord, North Carolina 28025

Amount of Bond _____

Contract That certain contract by and between the Principal and the Contracting Body above named dated Notice to Proceed Date specified on EXHIBIT G For: **Tree and Limb Removal**
Contract No. TLR-15A

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

PERFORMANCE BOND: (Continued)
(NOT REQUIRED THIS CONTRACT)

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

Principal (Name of individual and trade name,
partnership, corporation, or joint venture)

(Proprietorship or Partnership)

BY _____(SEAL)

TITLE _____
(Owner, Partner, Office held in
corporation, joint venture)

ATTEST: (Corporation)

(Corporate Seal of Principal)

BY _____

TITLE _____
(Corporation Secretary or
Assistant Secretary Only)

Surety (Name of Surety Company)

WITNESS:

BY _____

TITLE _____ Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

(Address of Attorney in Fact)

N.C. Licensed Resident Agent



TRANSPORTATION DEPARTMENT

EXHIBIT "F"
GENERAL CONDITIONS, QUOTE FORM,
and DEBARRED FIRMS CERTIFICATION FORM
Solicitations of Quotes for the
Tree and Limb Removal Contract No. TLR-15A

The City of Concord is requesting quotes for the pruning, limbing, or removal of specified, hazardous tree limbs and / or trees within the rights-of way of public streets in the City of Concord, North Carolina under its jurisdictional maintenance responsibility as further described below. If you wish to place a quote on this work, please fill out the quoting sheet that is attached and return the quote at the address listed below.

1) Definitions:

APPA – American Public Power Association

ANSI – American National Standards Institute

City – the City of Concord, North Carolina.

Contract – the executed agreement between the City of Concord and the successful Quoter, covering the performance of the work and the compensation therefore. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein, and shall specifically include, but not be limited to, the quote form, the printed contract form and all attachments thereto, the contract bonds, insurance forms, the plans, the Standard Specifications and all supplemental specifications thereto, the general conditions, and all executed supplemental agreements, all of which constitute one instrument.

Contractor – the Contractor named in the contract documents.

Director – City of Concord Transportation Director or his designated representative(s).

ISA – International Society of Arboriculture

ISA Certified Arborist – a person who can verify having passed the Arborist Certification examination by the International Society of Arboriculture.

MUTCD – Manual on Uniform Traffic Control Devices, Latest Edition together with all addenda thereto.

OSHA - Occupational Safety and Health Administration.

NCDOL – North Carolina Department of Labor

NCDOT – North Carolina Department of Transportation.

Proposal requirements – the legal and procedural documents, any general and special provisions, together with modifications thereof, and Standard Specifications requirements, with all addenda thereto.

Quoter - An individual, partnership, firm, corporation, or joint venture submitting a quote for the work contemplated.

Standard Drawings - North Carolina Department of Transportation Raleigh, "Highway Design Branch Roadway Standard Drawings" Latest Ed.

Standard Specifications – North Carolina Department of Transportation Raleigh, "Standard Specifications for Roads and Structures", Latest Ed.

Subcontractor – any person, firm, partnership, corporation, with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the contract, but does not include one who merely furnishes materials.

Transportation Department – City of Concord Transportation Department.

Work – the entire completed service or the various, separately identifiable parts, labor, material or requirement thereof needed to perform such under the contract documents to the satisfaction of the City.

- 2) Project Information: The work under Contract No. TLR-15 consists of the selected Contractor pruning, limbing, or removal of specified, hazardous limbs and / or trees during non-emergency and emergency situations including mobilization(s), set-ups and take-downs, all labor including special subcontracting, equipment, vehicles, materials, miscellaneous hardware, tools, consumables, fuel, other incidentals, traffic control and safety operations, cleanup, grinding and disposal(s) to an approved site, seeding and mulching (if needed), touch-up repairs, handwork, administrative cost, insurance, and overhead, and all else required to complete the work to the satisfaction of the Director and the City. All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, the North Carolina Department of Transportation Vegetation Management, the International Society of Arboriculture, the latest revision of ANSI A 300 ANSI Z 133.1, latest revision of the APPA Safety Manual, the National Electric Safety Code, and the Manual on Uniform Traffic Control Devices, Latest Edition. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations.
- 3) At the option of the City and upon written agreement with the Contractor, this contract may be renewed for an additional one (1) year.

All Quoters shall have in their possession or available to them by formal agreement at the time of quoting - trucks, aerial devices, chippers, stump grinders, hand tools, and any other such equipment that is necessary to perform the work in a satisfactory manner as outlined in these specifications. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed and the work repaired or re-executed at no cost to the City.

- 4) Specified Times of the Contract, Working Hours, Schedules, Reports, and Supervision: The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision; and with equipment, materials and methods of construction as may be required to complete the work described in this contract as provided by the Director by the completion date of June 30, 2015. When working on non-emergency, scheduled work, the Contractor will be required to maintain working hours from 9:00 AM to 4:00 PM with a ½ hour unpaid lunch allowance unless otherwise modified by the Director. All work shall be accomplished in a continuous manner once the Contractor begins. Non-emergency mobilizations that are planned and scheduled in the course of work shall be considered incidental to the contract unit prices of all quoted items.

In emergency situations where limbs or trees present an immediate hazard to traffic and as specified by the Director or his representative, the Contractor will provide an immediate response (also see Part 17 below).

Additionally, the Contractor will at no cost to the City notify the Director within forty-eight (48) hours in advance of beginning scheduled work and thereafter coordinate with the Director or his representative regarding the proposed work schedule / locations and obtain approval and request for cooperative efforts by the City and any affected agency (i.e. Cabarrus County Schools).

Work shall only be performed when weather, visibility, or other conditions allow safe operations.

The Contractor shall at all times also be responsible for the supervision, conduct, and discipline of his employees and/or Subcontractors and persons employed by said Subcontractors. The Contractor shall be an ISA Certified Arborist. All foremen and workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman, who in the opinion of the Director, that does not perform his work in a skillful and diligent manner, or who acts in a disorderly or intemperate manner, shall be removed from any portion of the work covered by this contract by the Contractor.

When one or multi-crews are employed, there shall be a designated crew foremen or job superintendent that will represent the Contractor as a single point of contact for the crew(s).

- 5) Specifications and Regulations: All work and materials shall be in accordance with the provisions of the general guidelines of this contract, the Special Provisions and Conditions, the Standard Specifications, Standards Drawings, the latest edition of the MUTCD, Occupational Safety and Health Administration (OSHA), the North Carolina Department of Labor, and all applicable federal, state, and local ordinances and regulations. Contractor and Subcontractor personnel specifically shall comply with the latest revision of ANSI Z133.1 "Pruning Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements" and the associated reference sections and regulations and ANSI A 300 pruning guidelines, "Standard for Trees Shrubs and Other Woody Plant Maintenance".

The Contractor and Subcontractor personnel shall be qualified to do tree trimming and removal operations work around energized electrical circuits. Any such work shall be in accordance with the latest revision of Section 7 of the APPA Safety Manual. Strict adherence to the National Electric Safety Code is required with regards to maintaining a safe distance between work personnel and / or apparatus and electric power cables.

All contract personnel shall be clearly identified with the name of the company on their work uniform or apparel. Along with being appropriately clothed and outfitted to perform the work in a safe manner, contract personnel shall maintain a neat and clean appearance. Contract equipment shall be clearly identified with the name of the company.

The Contractor shall keep himself fully informed of, comply with, give all notices, and secure all permits and approvals associated with Federal, State and local laws, regulations, codes and ordinances in any manner affecting the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunal having any jurisdiction or authority over the work, and shall indemnify and hold harmless the City against any claim or liability, including the cost of defense and attorney's fee arising from, or based on, the violation of any such laws, regulations, codes, ordinances, order or decree, whether by himself or his employee.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. All traffic control, pedestrian control, safety, and security associated with the entire work shall be in accordance with Part 6 of the Latest Edition of the MUTCD, the Standard Specifications, Standard Drawings, and any other applicable federal, state and local laws

and regulations and shall be the responsibility of the Contractor. The Contractor shall conduct the work so as to offer the least possible obstruction and inconvenience to the public and shall have no greater amount of work than can be prosecuted properly with due regards to the rights of the public. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public. All hazards associated with the work that may pose as a danger and hazard shall be protected outside of working hours.

The Contractor shall maintain existing traffic patterns at all times except in the immediate work zone. Unless otherwise specified or directed by the Director, only one lane of traffic may be closed at any time. Lane closures or road closures shall not be permitted unless deemed appropriate by the Director or his representative. Traffic movements through lane closures on roads with two-way traffic shall be controlled by the Contractor. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, flaggers, two-way radios, or pilot vehicles. Flaggers shall be competent personnel, trained in flagging procedures, and furnished with proper, regulatory approved safety devices and equipment, including, but not limited to, approved safety vests and stop/slow paddles. All personnel when working in traffic areas or areas in close proximity to traffic shall wear a regulatory approved safety vest or shirt or jacket which meets color and retroreflectivity requirements. Flaggers and warning signs shall be displayed during all flagging operations and shall be removed when flagging operations are going to cease for a period greater than 30 minutes. During periods of work inactivity, the Contractor shall return the traffic pattern to the existing alignment.

Public traffic shall be permitted to pass through the work-site with as little inconvenience and delay as possible unless a safety issue is involved. Convenient access to driveways, houses, and buildings along the line of work shall be maintained unless a safety issue is involved.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in the Standard Specifications:

The Contractor shall not enter upon private property for any purpose without obtaining permission, and shall be responsible for the preservation of all public property and other items, along and adjacent to the street right-of-way. The Contractor shall use every suitable precaution to prevent damage to such items and especially including vehicles, structures, poles, wires, conduits, underground infrastructure, signs, pavement, monuments, and property marks in the vicinity of the work.

If any device, design, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall hold harmless the City from any and all loss or expense on account thereof in accordance with the first paragraph of this subsection, including its use by the City.

- 5) Posted Weight Limits: The Contractor's attention is directed to the fact that certain bridges in the City of Concord have posted weight limits. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes.

- 6) Utility Locations and Conflict: The Contractor shall be solely responsible for contacting the appropriate utility or agency in the work areas and for the exact locations for all overhead or underground utility or services before starting work. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. It shall be the sole responsibility of the Contractor to verify the location of all utilities and services along and in the work area and to protect such from uninterrupted service. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his/her representative, in the restoration of service in the shortest time possible. The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of workers and the public.

Any utility or service that, in the opinion of the Contractor, will have to be made safe or temporarily relocated in order to perform the work shall be coordinated between the Contractor and the applicable utility or service provider. No direct payment will be made for this work, as it will be incidental to the project work and payment at the contract unit price for the various Pay Items in the contract will be full compensation for such action.

- 7) Site Security, Sanitary Provisions, Clean-Up, and Storage: The Contractor shall at all times so conduct the work as to insure the least possible inconvenience to the general public and businesses in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

At the end of each workday, the Contractor shall clean the site of any brush, branches, logs, chips, debris or other waste material, which result from the work and secure the work from any hazardous condition unless specifically instructed otherwise by the Director or his representative. The Contractor or his Subcontractor will haul away any and all such debris or waste material to an approved public receiving facility at his expense. All debris and waste material permanently removed are the property of the Contractor. Areas are to be left in a condition equal to that which existed prior to the commencement of arboriculture operations. All lawn areas shall be raked, all street and sidewalk swept. Stump chips and grindings shall be removed from the work area within 48 hours from completion of the actual grinding operation unless instructed to do otherwise by the Director or his representative. All areas that involve any disruption of topsoil shall be graded and prepared for seeding. The Contractor shall exercise every reasonable precaution throughout the life of the project to prevent erosion and siltation. Erosion control measures shall be installed in locations directed by the Director or his representative.

The Contractor's vehicles and equipment shall not be parked within the public right-of-way overnight or at other times when work has been suspended unless approved by the Director, and in no case within 30 feet of the edge of pavement. The Director or his representative may designate specific locations for parking equipment. The Contractor is responsible for off-site location of his trucks, equipment and associated material.

The Contractor shall provide such sanitary accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the local and State health authorities.

- 8) City Privilege License: The selected Contractor and any Subcontractor(s) will be required to hold a current City of Concord Privilege License. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.
- 9) Insurance: The Contractor shall procure and maintain insurance for the contract time by the Contractor, at his own expense, in an amounts and coverage as stated in **Sec. 7 of the CONSTRUCTION CONTRACT FOR Removal of Hazardous Tree Limbs and / or Trees within City Street Rights-of-Way Contract No. TLR-15A.**
- 10) Indemnity: Refer to **Sec. 11 of the CONSTRUCTION CONTRACT FOR Removal of Hazardous Tree Limbs and / or Trees within City Street Rights-of-Way Contract No. TLR-15A.**
- 11) Contract Administration: The general responsibility for the administration of this contract will be done by the Director or his representative. All work, reports, and requests for payment shall be subject to inspection and evaluation by the Director or his representative at any time.

The Director acting directly or through his duly authorized representatives will decide all questions which may arise as to the quality and acceptability of the 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. The Director's decision shall be final and shall have executive authority to enforce and make effective such decisions and orders if the Contractor fails to carry out promptly.

The Contractor will be required to obtain written approval from the Director for any subcontract work performed on this project prior to the subcontracted work being performed.

- 12) Method of Measurement: Measurement of the work will be made based on the actual number of pay item units that have been provided, verified, and accepted by the City. Quantities indicated on the Quote Form are estimated and not guaranteed; they are solely for comparing quotes.
- 13) Basis of Payment and Requests for Payment: The quantities of pay items, measured as provided above, will be paid for at the contract unit price provided on the Quote Form. In no case will the total amount paid to the Contractor exceed the total contract quote by more than ten percent without prior approval from the City's Finance Department to the Director. Payment(s) and full compensation by the City will be made on the following:

Each tree trimming crew on a per hour basis utilizing a minimum 55-ft. working height one man aerial lift bucket truck and with an associated chipper / dump truck to accomplish the work in a timely manner satisfactory to the City. Such prices and payments will be full compensation for all the work including but not limited to all mobilizations, set-ups and take-downs, labor including special subcontracting, equipment, vehicles, materials, miscellaneous hardware, tools, consumables, fuel, lubricants, other incidentals including furnishing and replacing ropes and climbing apparatus, winches, blocks, tackle, hoisting, patching, safety operations, cleanup, grinding and disposal(s) to an approved site, seeding and mulching (if needed), touch-up repairs, handwork, administrative cost, insurance, and overhead, and all else required to complete the work to the satisfaction of the Director and the City.

All Traffic control, pedestrian safety and control, and site security operations will be incidental to the work being paid for and will include any and all measures associated with such to completely conform to Part 6 of the latest edition of the Manual of Uniform Traffic Control Devices. All such work shall be the responsibility of the Contractor and will include signs, barricades, materials, labor, all mobilizations, set-ups, and take downs, consumables, tools, etc. to keep the work areas safe.

Additionally, there will be no payment made for any item of the work not specifically listed as a quoted pay item as they are considered incidental to the other pay items. Any tree or shrubbery damaged beyond repair during the course of work by the Contractor will be removed and replaced by the Contractor at no cost to the City. Replacements will be of a size and type acceptable to the Director.

Payment for services must be requested on forms provided by the City of Concord Finance Department. No other forms will be accepted by the City and processed for payment. Invoices and time sheets shall be in duplicate – one original set to be attached to invoices for City's Finance Department and one copy to be filed with the Transportation Department. Invoices are to be made on shall be submitted by the 25th day of each month, which shall be processed for payment thirty (30) days after receipt.

Note: Any theft of materials or vandalism to the work that occurs during construction, as noted by the Director or his representative, shall be repaired or replaced at the expense of the Contractor at no cost to the City. Contractor will insure the work until such is completed and accepted by the City.

- 14) Oral Agreements and Claims for Additional Compensation or Extension of Time: No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the contract documents other than by a definitely agreed upon waiver or modification by both the Contractor and the City in writing.

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

- 15) Contract Time, Progress of Work and City's Right to Terminate Contract: This contract shall commence on the effective date given in the Contract Agreement and shall be effective until June 30, 2015. Any requests for extensions to the contract time shall be made in writing and approved by the Director. At the option of the City, this contract may be extended for up to an additional one (1) year extension until June 30, 2016.

Contractor shall pursue the work diligently with workmen in sufficient numbers and abilities, and supervision, and with equipment material and methods to complete the work described in this contract.

The City shall have the right to suspend work or to terminate the contract after giving at least ten (10) days written notice of suspension or termination to the Contractor.

- 16) Subletting of Contract: The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title or interest therein, without written consent of the City. If approved, subletting of this contract or any portion of the contract shall conform to the provisions of these General Conditions and the Standard Specifications Section 108-6.

- 17) Notices to Proceed (Date of Availability) and Emergency Notices: The Contractor shall be ready to perform contract work operations immediately after the issuance of a City Purchase Order Number / Notice to Proceed.

Under emergency conditions, where limbs or trees present a roadway closure or an imminent hazard to the traveling public, an Emergency Notice will be called in to the Contractor at which time the Contractor shall begin work at the hazard within 24-hrs. A five hundred dollar (\$500) Emergency Notice fee will be paid to the Contractor for said emergency mobilization made within 12-hrs.

- 18) Litigation Venue: Any controversy or litigation arising out of this contract shall be resolved in the courts of Cabarrus County, North Carolina. Also refer to **Sec. 14** of the **CONSTRUCTION CONTRACT FOR Removal of Hazardous Tree Limbs and / or Trees within City Street Rights-of-Way Contract No. TLR-15A.** This contract shall be subject to the laws of the State of North Carolina and with respect to this, time is of the essence.

- 19) Submission and Rejection of Quotes: No Quoter may submit more than one quote. Multiple quotes under different names will not be accepted from one firm or association. A conditional quote will not be accepted. Oral, telephone, facsimile, or telegraph quotes will not be accepted. The Quote form must be filled out and submitted in the bound documents. All quotes will remain subject to acceptance for the number of days set forth in the Quote Form.

NOTE: The award of the contract, if it is to be awarded, will be based on an evaluation of the quote amounts given by the Quoter for certain, predetermined Pay-Items selected by the Director. Based on the evaluation of these pre-determined Pay Items, the responsible Quoter will be notified that his/her quote has been accepted and that he/she has been awarded the contract.

The City of Concord reserves the right to reject any or all quotes.

Quotes are to be submitted to the following address by **July 3rd, 2014:**

**J. K. Wilson, III, P.E., Transportation Director
City of Concord
850 Warren C. Coleman Blvd.
P.O. Box 308
Concord, NC 28026-0308**

Please note on envelope:

**Quote Included -
Removal of Hazardous Tree Limbs and / or Trees
within City Street Rights-of-Way
Contract No. TLR-15A**

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QUOTE FORM
Removal of Hazardous Tree Limbs and / or Trees
within City Street Rights-of-Way
Contract No. TLR-15A

Pay Items	Pay Item Description – All Items Furnished and Performed by Contractor	Quantity	Units	Unit Price	Amount (\$) Quoted
1.1	Labor, Basic Tree and Limb Service Crew				
	Foreman	1	per hour		
	Climber – skill level A	1	per hour		
	Climber – skill level B	1	per hour		
	Climber – skill level C	1	per hour		
	Groundman	1	per hour		
	Labor Cost for Basic Crew *Basic is Minimum 4-man crew including Foreman 40-hr. work week	1	per hour		
	Insurance, Licenses, Taxes, Overhead, and Profits	N/A (Included in Pay Item 1.1)			
1.2	One Man Aerial Lift Bucket – Minimum 55-ft. Working height with Hydraulic Dump Chip Body – includes all associated miscellaneous tools and appurtenances to perform work	1	per hour		
1.3	Chipper, Disc Style Power Feed Minimum 12-in. diameter; material capable	1	per hour		
1.4	Chain Saw 20-in. bar	1	per hour		
1.5	Chain Saw over 14-in. bar	1	per hour		
1.6	Chain Saw 14-in. bar or less	1	per hour		
1.7	Leaf Blower	1	per hour		
1.8	Pick-Up / Crew Service Truck	1	per hour		
PREDETERMINED PAY ITEMS		BY CITY			

- Continued Next Page -

Contractor: _____

(Insert exact legal name of corporation, joint venture, business, etc. here)

License Number: _____

Mailing/Billing Address: _____

Telephone Number: _____

Signed by Authorized Agent: _____

Date _____

Print Name _____

Title _____

1. This quote shall not add any unauthorized additions, deletions, or conditional quotes.
2. Quoter agrees that any and all excavations are unclassified.
3. This quote will remain subject to acceptance for **14** days after the date of submittal given above and that once accepted and the contract executed between the City and the Contractor that the unit prices shall remain as submitted herewith until **June 30, 2015**.
4. Quoter agrees that the work will be completed and ready for final payment on or before **June 30, 2015**. (unless contract is extended for an additional year by the City).

Do Not Separate the Quote Form from the Quoting Packet.



TRANSPORTATION DEPARTMENT

EXHIBIT "H" SPECIAL PROVISIONS AND CONDITIONS Removal of Hazardous Tree Limbs and / or Trees within City Street Rights-of-Way Contract No. TLR-15A

SPC-1. – Pre-Quoting Meeting

A pre-quote meeting for a submittal will not be required.

SPC-2. – General Instructions to Quoters

- All questions about the meaning or intent of the Quoting Documents and the contract documents shall be submitted to the Director at 704-920-5362. Interpretations or clarifications considered necessary by the Director in response to such questions will be issued by Addenda mailed, Faxed or delivered to all parties recorded by the Transportation Department as having received the Quoting documents. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Contacts with anyone other than those designated during the selection process will automatically eliminate the company/individual from consideration.
- The Quote Form furnished by the City with the proposal shall be used and shall not be altered in any manner. Do not separate the Quote Form from the Quoting Packet.
- All entries on the Quote Form, including signatures, shall be written in ink.
- The Quoter shall submit a unit price for every item on the Quote Form.
- An amount quoted shall be entered on the Quote Form for every item. The amount quoted for each item shall be determined by multiplying each unit quoted by the quantity for that item.
- The total amount Quoted shall be written in the proper place on the Quote Form. The total amount shall be determined by adding the amounts quoted for each item.
- Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Quoter shall initial the change in ink.
- The Quote shall be properly executed. All Quotes shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting quote.
 - b. Name of individual or representative submitting quote and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
 - f. Quotes submitted by corporations shall bear the seal of the corporation.
- The Quote shall not contain any unauthorized additions, deletions, or conditional quotes.
- The Quoter shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

SPC-3. – Locations under the Contract Work are as follows:

To be as directed by the Transportation Director or his designated representative.

SPC-4 – EEO, Minority Disadvantaged Business Participation, and Drug Free Work Place

The local government of the City of Concord does not discriminate in administering any of its programs and activities. The Contractor awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

In accordance with 1 NC Administrative Code 30 I.0101, it is the policy of the City of Concord that Quoters undertake good faith efforts to recruit minority – disadvantaged business participation in the work. Reference the City of Concord DBE Program Policy Statement following. Quoters will need to provide an affidavit of good faith efforts to comply with this policy as part of submitting a quote. However, no specific goals for DBE participation have been established for this contract. Firms proposed by Quoters as a participating minority and disadvantaged business with current certification by the NCDOT will be considered acceptable for listing in the Quoter's submittal of MBE-DBE participation.

It is an absolute requirement of the City of Concord that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

SPC-5 – Award and Rejection of Quotes

The award of the contract, if it is to be awarded, will be based on an evaluation of the quote amounts given by the Quoter for certain, predetermined Pay-Items selected by the Director. Based on the evaluation of these Pay Items, the responsible Quoter will be notified that his/her quote has been accepted and that he/she has been awarded the contract. **The City of Concord reserves the right to reject all quotes.**

SPC-6 – Bonding

A bond for quoting the work is not required. Performance and Payment Bonds for this contract will not be required.

SPC-7. Insurance

Certificates of Insurance must be submitted on an Acord 25 Form (latest revision, and the City (not a specific individual or department) must be named as additional insured on all lines of coverage (General Liability, Auto, Umbrella, Professional Liability, etc.), except Workers' Compensation.

On the Certificate of Insurance, the ADDL INSR column should be marked with an "X" to indicate the City is additional insured for specific lines of coverage.

The following wording must be entered into the Description of Operations: "The City of Concord is named as an additional insured as required by written contract." The following address must be used for Certificates of Insurance:

City of Concord
Attn: Risk Management
Post Office Box 308
Concord, NC 28026-0308

NC Workers' Compensation insurance mandatory statutory limits must be met for employers with three or more employees.

SPC-8. – Permits

The Contractor shall be responsible for displaying project permits as directed by said permits. The Contractor shall make himself aware of certain conditions specific to this project as a result of any local, state and/or federal permits attached herein and made a part of these Special Conditions or as given to the Contractor or held for the Contractor by the City of Concord. The Contractor shall make himself aware of all permits held or pending for the project by coordinating through the Director or the Streets Division Coordinator as the Director's representative(s).

Any additional costs associated with the project as a result of permitting, the conditions of permits, or directives of the issuing agency of the permit(s) which are not covered by a bid item on the bid form and shall be negotiated, agreed upon and authorized by a written order of the Director before construction or installation by the Contractor. If an agreement can not be reached, the City of Concord reserves the right to perform any of the necessary work as required by such permit requirements not covered in the original Contract Documents by his own forces or others.

SPC-9. – Tree Removal and Replacements in the City of Concord Historic District

Decorative or Historic Trees located in the public rights-of-way of the City of Concord Historic District will be evaluated on a case-by-case base for removal, pruning and replacement and in coordination with the City of Concord Buildings and Grounds Department.

Unless there is imminent danger to the traveling public or to adjacent property or structures, such trees shall not be removed unless a Certificate of Compliance is approved and granted by the City of Concord Development Services Department. Certificates will be procured by the City of Concord and forwarded to the Contractor. The Contractor will be required to keep issued Certificates on site during the time of the work.

Any and all tree replacements shall be performed by City of Concord Building and Grounds Department personnel.

SPC-10. – Privilege License, Billings, Sales and Use Taxes

The selected Contractor and any Sub Contractors shall be required to hold a current City of Concord Privilege License. Contact the City of Concord Tax Office at 704-920-5216 for information with regards to this requirement.

The Streets Division Coordinator and the Contractor are to coordinate the billings to be used under this contract. The Inspector will note the appropriate Account Line Items Number(s) on submitted Contractor Pay Request(s). Provisions for sales and use taxes, if any, are set forth by the requirements and direction of the City of Concord Finance Department. A **CONTRACTOR PAY REQUEST** form and a **NORTH CAROLINA SALES TAX REPORT** are provided as part of this Packet.

SPC-11. – Coordination Between Contractors

The Contractor shall coordinate the work with City of Concord forces or others so as not to hinder the progress of any City forces or other contractors working in the immediate vicinity of the work.

The City of Concord will under no circumstances be liable for any claim for additional compensation due to the acts of one Contractor holding up the work of another. The City of Concord will under no circumstances be liable for any damages experienced by the acts of one Contractor working within the limits of this work.

SPC-12. – Limbing and Pruning for Vertical Clearance on Streets and Sidewalks

- Typically, the City desires to provide a minimum of 18-ft. of vertical clearance from tree limbs and the roadway surface and a minimum of 8-ft. of vertical clearance from branches and sidewalks. Horizontal clearance should be maintained from the back of curb or back of ditch. In the event that a property owner needs to be consulted as this work, the Contractor shall inform the

- Director or his representative to make the initial contact with the owner with regards to the work.
- All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub so that closure can readily start under normal conditions
 - Where branches are too heavy to handle to prevent splitting or peeling of bark, it shall be necessary to precut these branches. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper use of ropes or equipment.
 - All branches are to be cut back to a live lateral, shall be at least 1/3 the diameter of the severed branch.
 - All stubs not callused over shall be pruned in the same manner as outlined above in this section. Care shall be taken so as not to damage the callusing tissue.
 - The Contractor shall not use hydraulic circular saws or climbing irons, spurs or spikes on trees to be pruned or limbed.
 - Any tree damaged by the contractor shall be repaired immediately by the Contractor.

SPC-13. – Stump Removals

- Removal of stump(s) shall be at the direction of the Director or his representative.
- If directed, all exposed portions of a tree stump shall be ground to a depth of 16-in. below the surrounding natural ground level. Surface roots shall be ground to a depth of 6-in. unless otherwise instructed by the Director or his representative. In the event curbing or sidewalk infrastructure prevents stump grinding operations, the Contractor shall coordinate removal of the infrastructure by City forces with the Director or his representative. All portions of roots growing out over curbs, driveways or sidewalks shall be manually removed.
- Stump holes shall be cleared of debris prior to backfilling by the Contractor. Backfilling shall be made with clean dirt, reseeded and mulched.

**SPC-14. – Minimum Associated Tool and Appurtenance Requirements for Aerial Lift
Bucket Trucks Under This Contract**

Description	Number
8-ft. Pruner (one fiberglass)	2
16-ft. Pruner	1
Double "D" ring climbing saddles with safety locking snaps	2
150-ft. Climbing rope	2
150-ft. Rope for lowering limbs	2
150-ft. "Bull" rope	1
Adjustable buckstraps	2
Climbing spurs (sets)	2
Chainsaw lanyards	2
Safety type gas can	1
Sledge hammer and wedges	1
Canthook	1
8-ft. Log chain	1
First Aid Kit and Fire Extinguisher (Each)	1
Rakes	2
Seed Forks	1
Brush axe	1
Shovel	1
Seed Shovel	1
Cell phone, 2-Way Radio Communication	1
Traffic Control Devices - signs, stands, cones, flags, STOP paddles, etc.	Number per MUTCD

SPC-15. – Inspection and Acceptance of the Work

On site direction of work will generally be provided by the City of Concord Street Division Coordinator as the Director’s representative. Contact telephone number shall be coordinated between the Contractor and the Street Division Coordinator. In the event that the Contractor or his Subcontractor has a question as to the work, the Contractor will notify the Director or his representative for resolution. The Director or his representative reserves the right to perform all inspection(s) and make all final acceptance of the work.

SC-16. – MDBP Reporting with Final Payment Invoice

In addition to reporting to the Streets Division Coordinator, the Contractor shall also submit a copy of the minority – disadvantaged business participation statement with the final payment invoice to report all minorities – disadvantaged business participation on the project to City of Concord, Attn: Ms. Dana Hood, Accountant, P.O. Box 308, Concord, N.C. 28026-0308. In the event that the Contractor had no minority – disadvantaged business participation on the project, the Contractor will still be required to submit such reporting as no participation. Where participation is from minority – disadvantaged business material suppliers or manufacturers, the statement shall indicate the appropriate percentage (60% for regular dealers and 100% for manufacturers) of expenditures to be reported. The final invoice will not be processed without submission of the report.

CITY OF CONCORD DBE PROGRAM

POLICY STATEMENT

Section 26.1, 26.23

Objectives/Policy Statement

The City of Concord has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City of Concord has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Concord has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City of Concord to ensure that DBEs as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The City's Purchasing Officer has been designated as the DBE Liaison Officer. In that capacity, Purchasing Officer is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Concord in its financial assistance agreements with the Department of Transportation.

The City of Concord has disseminated this policy statement to the Concord City Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The policy statement is available in the City Clerk's office and the DBE Liaison's office and will be mailed to all parties requesting a copy or a City transportation-related RFP, or expressing an interest in obtaining a transportation-related contract with the City.

W. Ben Hill 11/12/2010

City Manager

Date

State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

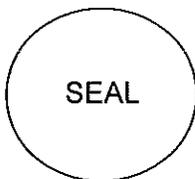
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

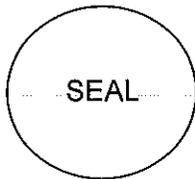
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

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

Notary Public _____

My commission expires _____

State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by Minority Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by minority businesses as defined in GS143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within 72 hours after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

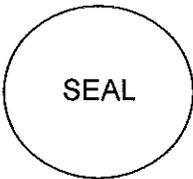
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
Subscribed and sworn to before me this _____ day of _____ 20____
Notary Public _____
My commission expires _____

State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

(Name of Bidder)

Affidavit of: _____

I do certify the attached documentation as true and accurate representation of my good faith efforts.

(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

Documentation of the Bidder's good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____
 Subscribed and sworn to before me this _____ day of _____ 20____
 Notary Public _____
 My commission expires _____

EXHIBIT "I"
NOTICE OF AWARD AND ACCEPTANCE OF NOTICE

TO:

FROM: City of Concord
P.O. Box 308 - 26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT: Tree and Limb Removal Contract No. TLR-15A

You are hereby notified that the quote submitted by you for the above named project in response to the City of Concord's solicitation for quotes dated the 23rd day of June, 2014 and based on your quote amounts for certain predetermined Pay Items has been accepted.

You are hereby requested to execute the formal contract with the City of Concord and to furnish any and all Contractor's Certificate of Insurances along with other documents pertaining to the work as designated by the City of Concord.

Dated this the day of _____, 2014

City of Concord, North Carolina

By: _____

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged this the ____ day of _____, 2014.

Witness

By: _____

Title: _____

EXHIBIT "J"
NOTICE TO PROCEED
(DATE OF AVAILABILITY)

TO:

FROM: City of Concord
P.O. Box 308 - 26 Union Street, South
Concord, North Carolina 28026-0308

PROJECT: Tree and Limb Removal Contract No. TLR-15A

PROJECT DESCRIPTION: The work consists of the selected Contractor providing pruning, limbing, or removal of specified, hazardous trees and / or tree limbs during non-emergency and emergency situations within the rights-of-way of the public street and sidewalk systems of the City of Concord as needed, at the charges set forth either herein, in the Standard Form Contract Tree and Limb Removal Contract No. TLR-15 Sec. 2. Services and Scope to be Performed or as further stated in any Exhibit(s) attached to this contract at locations designated by the City of Concord Transportation Department. All work and materials shall meet and be in accordance with the provisions of the Occupational Safety and Health Administration, the North Carolina Department of Labor, the North Carolina Department of Transportation Vegetation Management, the International Society of Arboriculture, the latest revision of ANSI A 300 ANSI Z 133.1, latest revision of the APPA Safety Manual, the National Electric Safety Code, and the Manual on Uniform Traffic Control Devices, Latest Edition. The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations. At the option of the City and upon written agreement with the Contractor, this contract may be renewed for an additional one (1) year.

You are hereby formally notified to commence work on the ___ day of July, 2014 under the assigned City of Concord Purchase Order No. _____ in accordance with the contract documents for the work.

Dated this the ___ day of July, 2014

City of Concord, North Carolina

By _____
Title: City Manager