STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



DIVISION ONE BRIDGE MAINTENANCE

CONTRACT PROPOSAL <u>SMALL BUSINESS ENTERPRISE</u>

COUNTY: PERQUIMANS

CONTRACT #: 11241275

WBS ELEMENT: 1B.107212

DESCRIPTION: LABOR NECESSARY FOR OPERATION OF ONE HIGHWAY DRAWBRIDGE IN DIVISION ONE ON US 17B – PERQUIMANS RIVER

DATE: MARCH 15, 2013

BID OPENING: APRIL 3, 2013

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

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

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INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

- The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL! ENTIRE PROPOSAL DOCUMENT MUST BE RETURNED WITH YOUR BID.
- 2. All entries on the bid sheet, including signatures, shall be written in ink.
- 3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices must be limited to TWO decimal places*****
- 4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
- 5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
- 6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use "White Out" or similar product to make corrections.
- 7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
- 8. Bids submitted by corporations shall bear the seal of the corporation.
- 9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
- **10.** The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- 11. <u>THE PROPOSAL WITH THE BID SHEET STILL ATTACHED</u> SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ONE ENGINEER'S OFFICE AT 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 BY 2:00 P.M. ON WEDNESDAY APRIL 3, 2013. NO FAXED BIDS WILL BE ACCEPTED
- **12.** The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR PROPOSAL 11241275 - LABOR NECESSARY FOR OPERATION OF ONE HIGHWAY DRAWBRIDGE IN DIVISION ONE ON US 17B – PERQUIMANS RIVER TO BE OPENED AT 2:00 P.M. ON WEDNESDAY APRIL 3, 2013

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

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

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102, (excluding Section 102-10 of the <u>Standard Specifications for Roads and Structures 2012</u>. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD PROVISIONS

GENERAL

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

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the 2012 Standard Specifications.

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT

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

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials.

<u>Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the</u> Directory of Transportation Firms at bid opening will be eligible for award of this project.

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet to NCDOT Contractual Services.

Additional information on the program may be obtained online at: http://www.ncdot.org/business/ocs/sbe/

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

BIDS

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

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation project contract shall be so terminated or suspend any transportation project contract, and any transportation project contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available.

In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2012.

WORKERS COMPENSATION INSURANCE

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

EXTENSION OF CONTRACT TIME

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

BANKRUPTCY

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

PARTIAL PAYMENT

Invoices may be submitted on a monthly basis or an interval approved by the Engineer, for payment of the services rendered. All invoice items and unit costs shall correspond to contract pay items as they appear on the Purchase Order. The Engineer shall verify the quantities submitted on the invoice prior to payment. In the event of errors or discrepancies in the quantities or unit costs, the Invoices should be submitted to:

> N.C. Department of Transportation Bridge Maintenance Office Attn: Christina Spruill 1740 Prison Camp Road Williamston, NC 27892

Invoices must be "electronically scanned and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments each invoice should have a unique Invoice Number, i.e. 1,2,3.... In addition, the invoice should be positively identified and associated with the Purchase Order including the **Purchase Order Number** on the invoice.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise approved by the Engineer. The Contractor should make a thorough examination of all projects and haul routes.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

CONTRACT BID QUANTITIES

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of any item will not be regarded as sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work, except as provided for the contract.

Contractor's pricing shall be based on the estimated quantity. The estimated amount is submitted to assist contractors in the bidding process. Estimated quantity is not to be regarded as the actual requirement. The State shall not be obligated to purchase any specific quantity.

APPROVAL OF PERSONNEL

The State shall have the right to approve or reject the project engineer and other supervisory personnel, assigned to a project.

The Engineers or any subcontractor for the Engineers which are employed to provide engineering services for this project shall not engage the services of any person or persons, now in the employment of the State during the time of this Agreement, without written consent of the State.

In the event of engagement, the Engineers or their subcontractors shall restrict such person or persons from working on any of the Engineers' contracted projects in which the person or persons were formerly involved while employed by the State. This restriction period shall be for the duration of the contracted project with which the person or persons was involved. "Involvement" shall be defined as active participation in any of the following activities:

• Drafting the contract;

(12 - 15 - 09)

- Defining the scope of the contract;
- Selection of the Engineers' firm for services;
- Negotiation of the cost of the contract (including calculating man-hours or fees); and
- Administration of the contract.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation. Failure to comply with the terms stated above in this section shall be grounds for termination of this contract.

GIFTS FROM VENDORS AND CONTRACTORS

SP1 G152

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

- (A) Have a contract with a governmental agency; or
- (B) Have performed under such a contract within the past year; or
- (C) Anticipate bidding on such a contract in the future.

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

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

EVIDENCE OF CAPABILITY

Each prospective bidder must furnish with proposal evidence that he/she is capable of performing the bridge operation required by this contract. Information furnished must include a brief resume of previous related experience.

PERFORMANCE GUARANTEE

For the first year of this contract, the Contractor agrees to invoice the Contracting Agency seven (7%) percent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. This Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial agreement or any extension agreement. In cases of default, this amount will be used to obtain these services from another source.

SAFETY VESTS

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel must wear an OSHA approved reflective vest or outer garment at all times while on the project.

EMPLOYMENT

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the 2012 Standard Specifications as follows:

Page 1-20, Subarticle 102-15(O), delete and replace with the following:

(0) Failure to restrict a former Department employee as prohibited by Article 108-5.

Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

CONTRACTOR CLAIM SUBMITTAL FORM

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim* Submittal Form (CCSF) available through the Construction Unit or

http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/

SPECIAL PROVISIONS

I. GENERAL REQUIREMENTS

1. SCOPE OF WORK

This work described herewith consists of furnishing all labor necessary for the Operation of one (1) Highway draw bridge for a period of twelve (12) months.

2. Location

The bridge is located on US 64 over the Alligator River in Tyrrell & Dare County, North Carolina as shown on the attached map.

3. CONTRACT TIME AND COMPLETION DATE

The contract shall begin work at 8:00 a.m., July 1, 2013.

The completion date for this contract is 12:00 Midnight, June 30, 2014.

Opening schedule for this bridge is as follows: April 1 – September 30, 8:00 a.m. – 12:00 a.m. (Midnight) and October 1 - March 31, 10:00 a.m. – 10:00 p.m.

4. EXTENSION OF CONTRACT

Upon mutual agreement by the Department of Transportation and the Contractor, this contract may be extended for an additional period of up to two (2) years in one (1) year increments (maximum of three (3) years total). The lump sum bid price will be increased for each one-year extension by 3% of the current price based on a one year total. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. If the Department of Transportation elects to extend the contract, mutual agreement from the Contractor will be requested in writing ninety (90) days prior to the contract completion date for each additional year.

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

5. SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that he has satisfied himself as to the nature of the work, and general and local conditions – particularly those bearing on transportation, availability of labor, State Regulation for safety and security of property, roads and facilities required for the prosecution of the work and all matters which can in any way affect the work or cost thereof under this contract. Any failure by the Contractor to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility for estimated properly the difficulty or cost of successfully performing the work.

6. INSURANCE

The Contractor shall provide Workmen's Compensation insurance in accordance with the laws of the State of North Carolina.

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him from claims for damage or property damages, which may arise from operations under this contract.

The Contractor is directed to Standard Specifications Article 107-15 for more information.

7. INDEMNIFICATION

The Contractor shall indemnify, defend and save harmless, the State, the Department and all of its officers, agents and employees from all damages, suits, actions or claims brought of any injuries or damages sustained by any person or property on account of the Contractor's operations in connection with the contract. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the Department for its own negligence, breach of contract, equipment failure or other circumstances of operation beyond the control of the Contractor. The Contractor shall be responsible for and indemnify and save the Department harmless for any and all damages to its property caused by the negligence of the Contractor, its employees or agents in carrying out this contract.

8. COMPENSATION

The Department agrees to pay the Contractor one-twelfth of the lump sum per month for services performed and described herein upon the receipt and approval of an invoice for the monthly period invoiced, less the 7% withheld during the first year of the contract as stated in the Performance Guarantee (see page 9).

Each invoice submitted to the Department for payment shall include an employee work log, listing each operator on duty each shift by name and identification number and shall reflect the actual hours worked by each employee. Each invoice shall also include a copy of all weekly inspection forms, work logs, etc. completed by the Contractor during the monthly period invoiced. Certified invoices shall be submitted to the Bridge Maintenance Supervisor for his approval.

NOTE: The Contractor is requested to wait ten (10) days after submission of invoice and other required monthly submittal data before contacting NCDOT regarding payment not being received.

A. STANDARD COMPENSATION REDUCTIONS

1. BRIDGE ATTENDANT NOT ON DUTY

If at any time the bridge attendant is not present or on duty for any part of their shifts, as specified herein, a standard deduction of \$125.00 per attendant, per shift, will deducted from the Contractor's monthly payment. The Contractor must take action to correct the problem or DOT will do so at the Contractor's expense (expense based on DOT's incurred expenses).

2. REPAIRS AND/OR GENERAL MAINTENANCE NOT PERFORMED

If at anytime repairs and/or general maintenance are performed within the time limits as specified herein, the Contractor will be charged \$100.00 per day until corrected. The Contractor must take action to correct the problem or DOT will do so at the Contractor's expense (expense based on DOT's incurred expenses.)

9. BASIS OF PAYMENT

The payment will be full compensation for all work covered in this Contract including, but not limited to, furnishing all labor necessary to complete the work.

10. CANCELLATION

In the event it becomes necessary for the Engineer to have other forces perform work, the Contractor shall take immediate steps to supplement his forces to get the work back on schedule. If the Contractor does not take adequate steps to keep the work on schedule, or if he consistently performs unsatisfactory work, the contract may be cancelled upon fifteen (15) days written notice by the Engineer.

11. WORK PROCEDURES AND ASSIGNMENTS

A. ENGINEER

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

B. AUTHORITY OF THE ENGINEER

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

C. CONTRACTOR SUPERVISION

The Contractor shall have a responsible Bridge Operator Supervisor for the purpose of supervision, training, scheduling, and coordinating this contract with the Engineer.

D. AVAILABILITY

Provisions shall be made so that a Bridge Operator Supervisor can be contacted twenty-four hours per day, seven days per week during the length of the contract.

12. WORK SCHEDULE AND TRAINING

The Bridge under contract is required to be operational during the times specified above. The Contractor is required to provide a sufficient number of qualified personnel to accomplish this work and still accommodate employee leave and absenteeism: The Department will provide on the job training to the Contractor and Bridge Operators for a maximum of twenty (20) week days prior to September 1, 2010. Training may take place on any shift. All costs associated with this training shall be the responsibility of the Contractor.

Training of successive bridge operators will be the responsibility of the Contractor. The Contractor shall insure that all bridge operators are trained in the performance of their duties and are certified by the Bridge Maintenance Supervisor.

REQUIREMENTS FOR CERTIFICATION OF A BRIDGE OPERATOR ARE AS FOLLOWS:

- A. Complete reading of the Bridge Operators Manual.
- B. Demonstrate ability to operate the bridge and express knowledge of the operation to the Bridge Maintenance Supervisor.

11241275 C. Complete4 hours of instruction by Bridge Maintenance Electricians.

- D. Complete 80 hours of instruction by other operators or the Supervisor, To include a minimum of 10 openings per shift.
- E. Complete check-off on normal and emergency procedures.
- F. Complete 16 hours of General Safety Training as listed in Bridge Operator's Manual Part 1, Page 2(a). N.C. Department of Transportation will provide initial training. Any additional training will be the responsibility of the Contractor.

13. CONTRACTOR PERSONNEL

The Contractor will be guided by and will act in accordance with the conditions of this contract. The requirements are such that it may become necessary for the Contractor to remove personnel in its employment for the following reasons:

- A. Disrespect to Department employees or the public, whether Highway or marine, commercial or private, during performance of the contract.
- B. Personal conditions (such as being under the influence of intoxicating beverages, drugs, etc.) which may interfere with the performance of the services.
- C. Misconduct of any kind.
- D. Under circumstances set out in (A through C) above, the Contractor will be responsible for immediate removal of his employees. When it is necessary to remove personnel, the Contractor will immediately furnish a replacement or replacements to carry out the services to be performed.

14. STATE FURNISHED PROPERTY

The state will allow the Contractor to use all existing supplies and furnishings at no cost. This will include marine radios, emergency lanterns, fire extinguishers, etc. These items will be inventoried and the Contractor will be accountable for this property and will reimburse the DOT for any loss or damage to state owned property. The Contractor will be responsible for safety toes shoes and safety glasses.

15. DEPARTMENT FURNISHED SUPPLIES AND EQUIPMENT

The Department will provide all supplies required for operation of the bridge including lubricants, light bulbs, cleaning supplies, etc. The Contractor will be held accountable for the proper distribution and use of all supplies.

16. UTILITIES

The Department shall pay for fuel, electric, water, sanitary and telephone charges if they are existing facilities. Long distance telephone calls are authorized only when necessary in connection with State business. The Contractor shall pay charges for all authorized calls.

17. SAFETY AND SECURITY

Regulations in the Bridge Operators Manual shall be followed along with the following provisions:

- A. Fishing is not permitted from any part of the bridge or its fender system.
- B. Pedestrians are to be prohibited from subjecting themselves to danger while the Bridge is being operated.
- C. No boats are permitted to be tied up or moored to the bridge or its fender system.
- D. Only authorized personnel are to operate the bridge and will visually assure clearance of all water and highway traffic prior to opening and closing of the bridge.
- E. Do not permit vehicles of any description, including bicycles to park on bridge approaches between the end of the swing span and the first safety gate or on the draw span at any time, particularly when the bridge is being operated.
- F. Should a request be made to the Contractor for crossing of a bridge by a questionable piece of equipment, the Bridge Maintenance Supervisor should be informed immediately in order to review and determine allowance.
- G. Emergency phone numbers will be kept up-to-date and posted near phones.

18. COMPETITIVE PROPOSALS

Pursuant to the provisions of G.S. 143-54 under penalty of perjury, the signer of this proposal certifies this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina Antitrust laws. All proposals must be signed by the owner or an officer of the firm.

19. ACCEPTANCE AND REJECTION

The right is reserved by the Contracting Agency to accept or reject any and all proposals or to waive any informality in proposals.

20. MANDATORY WAGE RATE

This contract includes requirements for a mandatory wage rate of *\$10.76 per hour* for each attendant. A notice will be placed at the bridge, in the space utilized by Contractor for posting of employee information. The Contractor's employees should notify the North Carolina Department of Labor if the Contractor is not paying the mandatory wage rate.

21. CONTRACT DOCUMENT

A copy of the contract shall always be present at the bridge site for the Contractor's employees' reference.

22. MALICIOUS ACTIVITY

In the event of malicious activity such as robbery, assault, vandalism, etc., Contractor's personnel are to contact local emergency services. All malicious activity shall be reported to the Engineer.

23. INSPECTIONS

The Department's field representative will conduct unscheduled inspections and maintain a log noting conditions and compliance with contract provisions and quality of workmanship. These inspections will be performed at a minimum frequency of two times monthly.

II. INCIDENTAL MAINTENANCE INSTRUCTION

1. GENERAL

The Contractor will be responsible for the proper operation of the bridges covered by the contract.

2. LUBRIACTION

The Contractor will be responsible for lubricating the bridge as detailed in the Bridge Operators Manual. The lubrication frequency shall be as necessary to maintain proper lubrication of the various machinery components. (Wedges once a week, bridge twice a month)

3. LIGHTING

The Contractor will be responsible for inspecting and replacing any burned out bulbs on the bridges, fender system warning signals, indicating lamps, operators houses, and control houses such that repairs are made immediately upon discovery of the problem. Should an outage occur which cannot be corrected by replacing the bulb, the Contractor will substitute emergency lanterns and inform the Bridge Maintenance Supervisor or electrician immediately.

4. ORDER AND CLEANLINESS

The bridge and all of its appurtenances within the traffic gates including the operators and control houses shall be kept in state of order and cleanliness at all times.

- A. All floors shall be swept and mopped as often as necessary to keep them clean and dry. (Minimum once per week)
- B. All windows shall be washed when dirty and not less than once per month.
- C. Piers, walkways, platforms, etc., shall be swept or cleaned a minimum of once per week.
- D. All spare parts, supplies, and equipment shall be kept in their proper places and properly cared for.

III. OPERATIONAL INSTRUCTIONS

1. GENERAL

- A. The "Bridge Operators Manual" as published by the Department of Transportation and latest edition of Title 33, Part 117 of the Code of Federal Regulations", as amended, is hereby made part of this contract, and the operation of the drawbridges shall be in compliance with these publications.
- B. It will be the Contractor's responsibility to secure FCC radio telephone licenses for personnel operating VHF Marine radios.

2. BRIDGE OPERATIONS

- A. All electrical equipment for opening and closing the drawspan is controlled from the control desk located in the control house. This includes the main circuit breaker, traffic control lights, traffic gates, traffic barriers, wedges, and span turning machinery. All devices both on the control desk and in the control cabinets are identified by nameplates.
- B. All electrical equipment for opening and closing the drawspan is interlocked so that a definite sequence of operation is necessary, and it is impossible to operate any device out of sequence.
- C. Sequence of operation is listed step-by-step in "Bridge Operators Manual" with a copy of this manual located permanently in the control house.
- D. If a failure occurs in the opening sequence, the operators shall refer to the trouble-shooting guide in the "Bridge Operators Manual". If the problem cannot be corrected in this manner, then the operator is to call the Bridge Maintenance Supervisor or Bridge Electrician.
- E. Bypass switches are provided, that will bypass certain sequence steps in the operation. These shall not be used except as noted in the "Bridge Operators Manual."

IV. MAINTENANCE OF RECORDS

1. GENERAL

The Bridge Operator will be responsible for maintenance of records as indicated in Bridge Operators Manual Part 8 (c), Page 1 & Page 2.

V. EMERGENCY RESPONSE

1. The Operator shall refer to the trouble-shooting guide in the "Bridge Operators Manual" in the event of a malfunction. If the procedures covered in the guide do not correct the problem, contact Bridge Maintenance Supervisor and/or Bridge Maintenance Electrician.

LITTERING ON PROJECT

The discarding of trash other than in acceptable trash containers will be considered littering and will not be tolerated on NCDOT Property. Violators will be subject to penalty under State Laws.

OUTSOURCING OUTSIDE THE USA

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE

(9-18-12)

SP1 G185

STATE

Revise the 2012 Standard Specifications as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

MANDATORY WAGE RATE REQUIREMENT

The Contractor is required to compensate drawbridge employees at the following wage rate. This is the minimum hourly wage rate that employees shall be paid.

Perquimans River Draw Bridge

Operator: per hour \$10.76

The above hourly rates are based on information produced by the Occupational Employment Statistics program in cooperation with the Bureau of Labor Statistics.

NOTE: The Department reserves the right to audit the Contractor's payroll records, unannounced during the period of the contract and for ninety (90) days following contract expiration. Such audit shall be conducted during normal business hours. By signature below the Contractor agrees to release those records for review upon request. *If this form is not signed the Department has the right to reject the bid.*

Contractor's Signature

Date

PHONE USE POLICY

Use of the Pasquotank Draw Bridge phone is restricted to NCDOT personnel use, local calls or calls made by the Contractor or Contractor's personnel to NCDOT personnel, and for emergency use only. No unauthorized long distance, directory assistance, or any other type of call that results in additional charges to the phone bill will be tolerated.

The following numbers may be used to contact NCDOT Personnel:

Bridge Maintenance Office - (252) 331-4763	
Randy Williams (Bridge Maint. Super.) - (252) 340-1173 (Cell)	
John Abel (Bridge Program Manager) (252) 482-1850 (Office) or (252) 217-5856 (Cel	I)

The attendant on duty has the responsibility of monitoring the use of the phone. Should an unauthorized call be made, the attendant on duty on the date and time the call is made will be held responsible. At the Department's discretion, the Contractor's employee may be subject to immediate removal from employment at the Pasquotank Draw Bridge.

Persons who are not employed by the North Carolina Department of Transportation, or the Contractor,	
, are not allowed to use the phone for any reason.	

I,	, employee of					
	, understand the above policy and agree to the terms of the policy.					
Employee Signature: _						
Contractor Witness:						
Date:						

ERRATA

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

Revise the 2012 Standard Specifications as follows:

Division 2

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

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

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

Division 4

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

Division 6

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

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

Page 6-11, Table 609-1 Control Limits, replace "Max. Spec. Limit" for the Target Source of $P_{0.075}/P_{be}$ Ratio with "1.0".Page6-40,Article650-2Materials,replace"Subarticle1012-1(F)"with"Subarticle 1012-1(E)"

Division 10

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

Division 12

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

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

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

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

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

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148.000$

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

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

Division 17

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

Revise the 2012 Roadway Standard Drawings as follows:

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

Z-4

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

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

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

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

Full nan	me of Corporation
Address	ss as Prequalified
Attest	By
Secretary/Assistant Secretary Select appropriate title	By President/Vice President/Assistant Vice President Select appropriate title
Print or type Signer's name	Print or type Signer's name
	CORPORATE SEAL
AFFIDAVIT	Γ MUST BE NOTARIZED
Subscribed and sworn to before me this the	
day of 20	
	NOTARY SEAL
Signature of Notary Public	
ofCounty	r
State of	_
My Commission Expires:	

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

	Full Name o	of Partner	ship
	Address as	Prequalif	ied
		By	
Signature of Witness			Signature of Partner
Print or type Signer's name			Print or type Signer's name
This of type orginer s nume			This of type orginal shalled
AFFI	IDAVIT N	IIIST I	3E NOTARIZED
Subscribed and sworn to before me th			NOTARY SEAL
day of	20		
Signature of Notary Public			
of	_County		
State of			
My Commission Expires:			

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

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

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

Full Name	of Firm
Address as Pr	requalified
Signature of Witness	Signature of Member/Manager/Authorized Agent Select appropriate title
Print or type Signer's name	Print or type Signer's Name
AFFIDAVIT MU	IST BE NOTARIZED
Subscribed and sworn to before me this the	NOTARY SEAL
day of 20	
Signature of Notary Public	
ofCounty	
State of	
My Commission Expires:	

(1)

EXECUTION OF BID

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(2)		Name of Joint Venture	
(2)		Name of Contractor	
		Address as Prequalified	-
	Signature of Witness or Attest	Ву	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal	and	
(3)		Name of Contractor	
		Address as Prequalified	
	Signature of Witness or Attest	Ву	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name
	If Corporation, affix Corporate Seal	and	
(4)		Name of Contractor (for 3 Joint Ventur	re only)
		Address as Prequalified	
	Signature of Witness or Attest	Ву	Signature of Contractor
	Print or type Signer's name		Print or type Signer's name
NOTARY SEA	If Corporation, affix Corporate Seal	NOTARY SEAL	NOTARY SEAL
Affidavit mus	t be notarized for Line (2)	Affidavit must be notarized for Line (.	3) Affidavit must be notarized for Line (4)
	nd sworn to before me this 20	Subscribed and sworn to before me th	
	Notary Public	Signature of Notary Public	Signature of Notary Public
of	County	of State of	_County ofCounty State of
	sion Expires:	My Commission Expires:	
,	1	,	, , , , , , , , , , , , , , , ,

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

Name of Contractor	
	Individual name
Trading and doing business as	Full name of Firm
	Address as Prequalified
Signature of Witness	Signature of Contractor, Individually
Print or type Signer's name	Print or type Signer's name
AFFII	DAVIT MUST BE NOTARIZED
Subscribed and sworn to before me thi	s the NOTARY SEAL
day of	_ 20
Signature of Notary Public	
of(County
State of	
My Commission Expires:	

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of ______ 20___.

Signature of Notary Public

of _____County

State of _____

My Commission Expires:_____

DEBARMENT CERTIFICATION

Conditions for certification:

- 1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
- 2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal,* and *voluntarily excluded,* as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
- 3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
- 4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR* 1273) provided by the Department, without subsequent modification, in all lower tier covered transactions.
- 5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No: 11241275

Counties: Perquimans

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Signature Sheet 7 (Bid - Acceptance by Department)

North Carolina Department of Transportation BID FORM

Proposal Number: 11241275

Counties: Perquimans

Description: Labor Necessary to Operate Highway Drawbridge on US 17B over the Perquimans River in Perquimans County

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

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Provide Bridge Operator Services	1	LS	Lump Sum	

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

TOTAL BID FOR PROJECT: _____

FOR BID TO BE CONSIDERED RESPONSIVE, ANY ADDENDA ISSUED MUST BE ACKNOWLEDGED. PLEASE ACKNOWLEGE RECEIPT OF ADDENDA BY WRITING IN ADDENDUM NUMBER, INITIALING AND DATING BELOW.

Addendum No. _____ Initial & Date: _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by_____

DATE

Accepted by NCDOT_____

DATE

