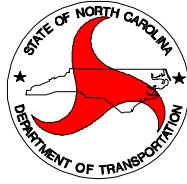


STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION 6 - DISTRICT 3

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

WBS NUMBER: 6.200918.8

ROUTE: SR 1730

COUNTY: BLADEN

DESCRIPTION: FERRY OPERATOR SERVICE AT ELWELL FERRY

BID OPENING: DECEMBER 3, 2014 - 10:00 A.M.

**NOTICE:**

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

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

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

**RETURN BIDS TO:**

**R. ALLEN WADDELL, P.E.,  
DIVISION PROPOSALS ENGINEER  
NC DEPARTMENT OF TRANSPORTATION  
558 GILLESPIE STREET  
FAYETTEVILLE, NC 28301**

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# **INSTRUCTIONS TO BIDDERS**

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

**There is a mandatory pre-bid meeting at the Bladen County Maintenance Yard at US 701 N., White Lake, NC on November 18, 2014 at 10:00 A.M.**

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

1. The **bid sheet** furnished by NC DOT with the proposal shall be used and shall not be altered in any manner.  
**DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. **Bids submitted by corporations shall bear the seal of the corporation on the W-9 and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **The Proposal with the Bid Sheet still attached** shall be placed in a sealed envelope and shall have been delivered to and received in the Division Proposals Engineer's Office at 558 Gillespie Street, Fayetteville, NC, 28301, by **10:00 a.m. on December 3, 2014**. If bids are mailed or sent by special delivery, the Contractor shall be responsible for verifying that the bid has actually been received in the NCDOT Division Proposals Engineer's Office prior to the bid deadline. NCDOT shall not be responsible for bid packages that do not arrive in our office on time. Bid packages arriving after the official deadline shall not be considered responsive, and shall be returned to the Contractor unopened.
12. The sealed bid must display the following statement on the front of the sealed envelope:

**FERRY OPERATOR SERVICE AT ELWELL FERRY  
BLADEN COUNTY  
DECEMBER 3, 2014**

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

**R. ALLEN WADDELL, P.E.,  
DIVISION PROPOSALS ENGINEER  
NCDOT – DIVISION 6  
P.O. BOX 1150  
FAYETTEVILLE, NC 28302**

## **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NC DOT reserves the right to reject all bids.

# **DIVISION CONTRACT** **Standard Provisions**

## **GENERAL**

This contract is for the operation of the State owned Elwell Ferry, located on SR1730 in Bladen County for the schedule listed in this contract. The work includes, but is not limited to, furnishing all labor necessary for the prosecution and completion of all duties required for ferry operations.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, and the current editions of the following: the NCDOT Standard Specifications for Roads and Structures, the NCDOT Roadway Standards Drawings, and the Manual of Uniform Traffic Control Devices (MUTCD).

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

**Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.** Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at: <http://www.ncdot.org.business.ocs/sbe/>.

## **MANDATORY PRE-BID CONFERENCE**

(7-18-06) (Rev. 3-25-13)

SPI 1-14

In order for all prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a mandatory pre-bid conference on **Monday, November 18, 2014 at 10:00 a.m.**

	Bladen County Maintenance Yard
<b>Location</b>	US Hwy. 701 North White Lake, NC
<b>Phone Number</b>	910-862-3396

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc.

Only bidders who have attended and properly registered at the above scheduled pre-bid conference and who have met all other prequalification requirements will be considered prequalified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conference will not be accepted and considered for award.

Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:

- (A) The individual has signed his name on the official roster no later than thirty (30) minutes after the above noted time for the beginning of the conference.
- (B) The individual has written in the name and address of the company he or she represents.
- (C) Only one company has been shown as being represented by the individual attending.
- (D) The individual attending is an officer or permanent employee of the company they are representing.

Attendance at any prior pre-bid conference will not meet the requirement of this provision.

## AVAILABILITY OF FUNDS – CONTRACT TERMINATION

(05-20-08)

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 provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the 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 *Standard Specifications*.

## CONTRACT TIME AND LIQUIDATED DAMAGES

**The date of availability for this project shall January 5, 2015.** No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

**The completion date for this project is December 31, 2015.** At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum contract period of three (3) years. **The unit bid prices will be increased by three (3) percent for each one (1) year extension.** No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. **The Engineer will notify the Contractor in writing by December 1<sup>st</sup> if the contract may be extended. The Contractor must notify the Engineer in writing by December 15<sup>th</sup> of this acceptance or rejection of this offer.** Failure on the part of the Contractor to reply will be perceived as a rejection of the contract extension.

In the event the Contractor does not provide services as required during operating hours, unless directed to stop work by the Engineer or as outlined in the "Operational Schedule – Attachment A", **the contractor shall be assessed liquidated damages of Thirty Dollars (\$30.00) per hour for each hour the Contractor is unable to provide the required service.**

## GIFTS FROM VENDORS AND CONTRACTORS

(12-15-09)

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:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 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.

## OUTSOURCING OUTSIDE THE USA

(9-21-04) (Rev. 5-16-06)

SP1 G150

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.

## EMPLOYMENT

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

108, 102

RG184

Revise the *2012 Standard Specifications* as follows:

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

**(O)** 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.

## BIDS

In accordance with GS 136-28.1(b) and the provision of the Small Business Enterprise Program, if the total bid amount of the contract exceeds \$500,000, the bid will not be considered for award.

## SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or his right, title, or interest therein, without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article 108-6 of the Standard Specifications.

## BANKRUPTCY

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

## AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

## **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the Subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

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

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

## **TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly, or in part, by written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure to correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **INDEMNIFICATION**

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify

and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

## **LIABILITY INSURANCE**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide 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, irrespective of whether having regularly in service fewer than three employees.

## **COMPENSATION**

The Department of Transportation agrees to pay the Contractor for services performed and described herein upon the receipt and approval by the Engineer of a certified invoice for the monthly period invoiced.

When the Contractor fails to provide any part of the complete service in accordance with the terms of the contract, adjustments shall be made to the monthly compensation on the monthly invoice submitted for payment. Daily or partial reduction shall be made based on dividing the contract by 364 days.

## **PERFORMANCE GUARANTEE - RETAINAGE**

For the term of the initial agreement and any annual contract extensions, the Contractor agrees to invoice the Contracting Agency (N.C. Department of Transportation) in the amount of six (6) percent less than the amount of their monthly invoices. This amount will be refunded without interest pending satisfactory completion of the work at the end of the initial contract term, or any annual extension agreement. In case of default, this amount will be used to obtain these services from another source.

## **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 canceled upon fifteen (15) days written notice by the Engineer.

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

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

## **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.



## **EQUIPMENT**

The Contractor shall furnish all equipment in good operating condition, and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

## **DEFAULT OF CONTRACT**

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

## **CONTRACTORS LICENSE AND CERTIFICATION**

This type of construction and installation is considered specialty work, therefore, a general contractor's license is waived.

# DIVISION CONTRACT

## Standard Special Provisions

### ERRATA

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

Z-4

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”.

**Page 6-40, Article 650-2 Materials**, replace “Subarticle 1012-1(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:

$$W = LD\sqrt{P} : 148,000$$

**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”.

## **PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

Z-04a

**Within quarantined area**

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

### **Originating in a quarantined county**

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

### **Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

### **Regulated Articles Include**

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

## **MINIMUM WAGES**

(7-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

# **DIVISION CONTRACT**

## **Special Provisions**

### **SMALL BUSINESS ENTERPRISE PROGRAM**

Bids are being solicited for this project under the provisions of NC DOT's Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

**Under the provisions of this Program, a NC General Contractor's License is not required.**

**Under the provisions of this Program, contract payment and contract performance bonds are not required.**

**Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.**

### **LOCATION**

The ferry is located on SR1730 over the Cape Fear River, near Kelly, in Bladen County, North Carolina.

### **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 Regulations 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 estimating properly the difficulty or cost of successfully performing the work.

### **WORK SCHEDULE AND TRAINING**

The ferry under contract is required to be operational as shown on the Operational Schedule, Attachment A. The Contractor is required to provide a sufficient number of qualified personnel to accomplish this work. The Department will provide on the job training to the Contractor and Ferry Operators for a maximum of seven days prior to beginning work.

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

### **REQUIREMENTS FOR CERTIFICATION OF A FERRY OPERATOR**

- A. Complete reading of the Ferry Operator's Manual (Attachment C).
- B. Demonstrate ability to operate the ferry and express knowledge of the operation to the Engineer.
- C. Initial contractor furnished operators must complete a minimum of 40 hours of instruction by a Department of Transportation ferry operator. Additional training may be required as deemed necessary by the Engineer. Training of subsequent operators will be the responsibility of the contractor.
- D. Complete check-off of the operator by the Engineer on normal and emergency procedures.
- E. Complete Safety and Security training listed in Ferry Operator's Manual. Initial training will be provided by N. C. Department of Transportation. Additional First Aid and Fire Extinguisher Training to be conducted by the Contractor.
- F. Each operator must be certified by the American Red Cross in First Aid and CPR.

## CONTRACTOR'S PERSONNEL

- A. The Contractor will be guided by and will act in accordance with 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:
1. Disrespect to Department of Transportation employees or the traveling public, whether highway or marine, commercial or private, during performance of the contract.
  2. Personal conditions (such as being under the influence of intoxicating beverages, drugs, etc.) which may interfere with the performance of the services.
  3. Misconduct of any kind.
- B. Under circumstances set out in (1 through 3) above, the Contractor will be responsible for the immediate removal of his employees. When it is necessary to remove personnel, the Contractor will immediately furnish a replacement certified ferry operator to carry out the services to be performed.**
- C. Contractor will furnish the Department of Transportation the name and telephone number of a person that could immediately be on the work site in case the regular operator fails to report for work. If the operator fails to report for work and the Department of Transportation supplies an operator, the contractor will not be compensated for the day. Failure to provide an operator on a regular basis will be reason to terminate the contract.
- D. A copy of the Ferry Operator's Manual (Attachment C) will be kept on the ferry at all times.

## STATE FURNISHED PROPERTY

Elwell Ferry is a State owned ferry boat. The contractor will be allowed to use this ferry as long as it is being maintained according to the Ferry Operator's Manual (Attachment C). The State will allow the Contractor to use all existing supplies and furnishings at no cost. This will include emergency lanterns, fire extinguishers, etc. These items will be inventoried and the Contractor will be accountable for this property. The Contractor will reimburse the Department of Transportation for any loss or damage to State owned property.

## DEPARTMENT FURNISHED SUPPLIES

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

## UTILITIES

The Department shall pay for fuel, electric, water, and sanitary charges if they are existing at the facility. The Department shall provide a land-line telephone in the ferry house for use by the ferry operator. The cost of any long-distance telephone charges shall be deducted from the contractor's compensation. If the contractor chooses to provide a cellular phone to the operator, the number shall be provided to the Department. The cost of such service shall be the responsibility of the contractor and shall be considered incidental to the contract.

## SAFETY AND SECURITY

All regulations in the Ferry Operators Manual shall be followed along with the following provisions:

- A. Pedestrians and vehicle driver(s) are to be prohibited from subjecting themselves to danger while on the ferry.**
- B. Only certified personnel are to operate the ferry and will visually assure clearance of all water and highway traffic prior to moving ferry.
- C. Do not permit vehicles of any description, including bicycles to park on roadway approaches between the end of the loading ramp and the warning gate arm at any time.
- D. Should a request be made to the Contractor for crossing on the ferry by a questionable piece of equipment, the Engineer should be informed immediately in order to review and determine allowance.

- E. Emergency telephone numbers will be kept up-to-date and posted near telephones and in the ferry cabin. (See Attachment D for emergency telephone numbers).

## **INCIDENTAL MAINTENANCE INSTRUCTIONS**

1. **GENERAL:** The Contractor will be responsible for the proper operation of the ferry covered by the contract.
2. **LUBRICATION AND FUEL:** Fueling and lubrication of this ferry will be performed by the Department of Transportation Equipment Unit personnel as detailed in the Ferry Operator's Manual. The lubrication frequency shall be as necessary to maintain proper lubrication of the various machinery components. Fuel will be delivered weekly or on an as-needed basis if shorter frequency is required due to demand.
3. **LIGHTING:** The Contractor will be responsible for replacing any burned out bulbs inside the ferry and the operator's house. Should an outage occur which cannot be corrected by replacing the bulb, the Contractor will substitute emergency lanterns and inform the Engineer.

The contractor will be responsible for inspecting but not replacing the exterior lighting of the operator's house. The contractor should notify the Engineer immediately upon discovery of a problem.

4. **ORDER AND CLEANLINESS:** The ferry, ferry dock, and operator's house and grounds shall be kept in a state of order and cleanliness at all times.
  - A. The ferry dock shall be swept and mopped as often as necessary.
  - B. All windows shall be kept clean.
  - C. Piers, walkways, platforms, etc., shall be swept or cleaned as required.
  - D. All spare parts, supplies, and equipment shall be kept in their proper storage places and properly cared for.
  - E. Rags or materials used to clean up fuel or oil spillage shall be disposed of properly.
  - F. Litter or trash around the grounds and on the ferry shall be picked up and disposed of properly.
  - G. Grass cutting / weed eating shall be performed at regular intervals during the growing season. Any equipment required for this purpose shall be the responsibility of the contractor and shall be considered incidental to the contract.

## **OPERATIONAL PROCEDURES**

The ferry is not to be moved until the warning gate arm is down. The warning gate arm is to remain in the down position at all times unless a vehicle is going onto or leaving the ferry.

The following procedures are to be followed for the operation of the ferry:

1. Raise warning gate arm and signal vehicle(s) to load onto the ferry.
2. Lower warning gate arm to down position.
3. Have vehicle(s) stop engine(s) and engage parking brake.
4. Place safety chocks in front and back of wheel on vehicle(s). Record traffic count data.
5. Hook safety chain behind vehicle(s).
6. Unhook anchor chain from shore anchor post.
7. Start ferry engine and proceed across river. When destination is reached, stop engine.
8. Hook anchor chain to short anchor post.
9. Unhook safety chain in front of vehicle(s).
10. Remove safety chocks.
11. Raise warning gate arm and signal for vehicle(s) to unload ferry.

12. Lower warning gate arm to down position after unloading vehicle(s) passes or after waiting vehicle(s) loads onto ferry.
13. When closing the ferry due to high water or other circumstances stated in the contract, the contractor is responsible for changing all motorist notification signs, including those signs located at the intersection of SR 1730 / NC 53 and the intersection of SR 1730 / NC 87.
14. The contractor must provide a means for access to the ferry site in the event of high water to check conditions as stated in the contract. In the event of major flooding where access to the ferry house is deemed perilous to human life, the Contractor shall cease daily checks and shall notify the Department of such flooding immediately.

## **INSPECTION, ACCEPTANCE, MEASUREMENT & PAYMENT**

**Inspection** - All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer or designated representative will make periodic inspections of the work. It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan.

**Basis of Acceptance** – The work will be completed on schedule, in a neat, workmanlike manner.

**Method of Measurement** – The quantity of ferry operation to be paid for will be the actual number of days worked, including adverse weather days.

**Basis of Payment** – The quantity of ferry operation measured as provided above, will be paid for at the contract lump sum price for “Ferry Operation.”

Bid prices and payment will be full compensation for all work, necessary for the prosecution and completion of the work.

Payments will be made to the Contractor on a monthly basis for work accomplished and accepted upon receipt of an approved invoice.

**Monthly compensation will be calculated by the following equation:**

$$\frac{(\text{Lump Sum Amount})}{(364 \text{ days})} \times (\# \text{ days operated during month of payment}) = \text{Amount of compensation}$$

The ferry site shall be manned at all times stated as operational hours, even when not in operation due to factors stated in the contracts. The contractor shall be paid to occupy the site during the normal operational period to monitor conditions.

**SUBSTITUTE FORM W-9  
VENDOR REGISTRATION FORM  
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD  
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME**

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

**BUSINESS DESIGNATION:**     INDIVIDUAL (use Social Security No.)     SOLE PROPRIETOR (use SS No. or Fed ID No.)  
 CORPORATION (use Federal ID No.)     PARTNERSHIP (use Federal ID No.)  
 ESTATE/TRUST (use Federal ID no.)     STATE OR LOCAL GOVT. (use Federal ID No.)  
 OTHER / SPECIFY \_\_\_\_\_

**SOCIAL SECURITY NO.**    \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_    (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.**    \_\_\_\_\_ - \_\_\_\_\_    (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_  
**CITY, STATE, ZIP:** \_\_\_\_\_

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (  Prefer Not To Answer,  African American,  Native American,  Caucasian American,  Asian American,  Hispanic American,  Asian-Indian American,  Other: \_\_\_\_\_ )

What is your firm's gender? (  Prefer Not to Answer,  Male,  Female )    Disabled-Owned Business? (  Prefer Not to Answer,  Yes,  No )

**IRS Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .**

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**

To avoid payment delays, completed forms should be returned promptly to:

**NC Department of Transportation  
Fiscal /Commercial Accounts  
1514 Mail Service Center  
Raleigh, North Carolina 27699-1514**

**PHONE (919) 733-3624    FAX (919) 715-3700**



**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as Prequalified

Attest \_\_\_\_\_  
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 MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness By \_\_\_\_\_ Signature of Partner

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

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

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

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

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_  
Full Name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

Signature of  
Manager

\_\_\_\_\_  
Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTOR

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

(1) Name of Joint Venture

(2) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal and

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

Address as Prequalified

Signature of Witness or Attest By Signature of Contractor

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

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

day of 20

Signature of Notary Public

of County

State of

My Commission Expires:

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Individual name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Signature of Contractor, Individually  
\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXECUTION OF BID  
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address 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 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**NOTARY SEAL**

\_\_\_\_\_  
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.

# **ATTACHMENT**

## **'A'**



## OPERATIONAL SCHEDULE

September 16 – March 15                      7:00 A.M. to 5: 30 P.M.

March 16 – September 15                      6:30 A.M. to 6:00 P.M.

Note: Actual April Change Date will vary from year to year with change to Daylight Savings Time.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), with the following exceptions:

1. During electrical storms.
2. During extremely high water.
3. During extremely low water.
4. When ferry deck is covered with snow or ice.
5. Equipment Failure
6. When notified by the Engineer not to operate.

Time starts fifteen (15) minutes before and ends fifteen (15) minutes after stated operational hours for the purposes of opening and closing the ferry site.

# **ATTACHMENT 'B'**

**NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
TRAFFIC SURVEY UNIT  
P. O. Box 25201  
Raleigh, NC 27611**

**FERRY TRAFFIC REPORT**

MO/YR \_\_\_\_\_

FERRY OPERATIONS: \_\_\_\_\_ DIV. \_\_\_\_\_ DIST. \_\_\_\_\_ COUNTY \_\_\_\_\_

CARS		TRUCKS
N.C. LICENSED	OUT-OF-STATE	2 AXLE TRUCKS

DAY	SINGLE	PULLING TRAILER	SINGLE	PULLING TRAILER	2 AXLE SINGLE	PULLING TRAILER	TTST	BUSSES	TOTAL VEHICLES	VEHICLES NOT LOADED	PASSENGERS AND WALKERS
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
TOTAL											

**NOTE 1: TTST IS A LARGE TRACTOR-TRAILER WITH A SEMI-TRAILER**

Average number of total vehicles per day: \_\_\_\_\_

Average number of passengers and walkers per day: \_\_\_\_\_

# **ATTACHMENT 'C'**

# **FERRY OPERATOR'S MANUAL**

**NOVEMBER 2014**

**N. C. DEPARTMENT OF TRANSPORTATION**

Greg Burns, P. E.  
Division Engineer  
558 Gillespie Street  
Fayetteville, North Carolina 28301

# Ferry Operator's Manual

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## TELEPHONE NUMBERS

### *Elwell Ferry*

		<u>Work #</u>	<u>Cell #</u>
Kenneth Clark, P. E.	Bladen Co. Maintenance Engr.	910-862-3396	910-874-1896
Nicky Garrell	Road Maintenance Sup.	910-862-3396	910-770-0022
H.L. (Drew) Cox, P.E.	District Engineer	910-642-3760	910-840-1506
Richard Freeman	Equip. Unit – Bladen	910-862-3200	336-675-8157
Mike Perkins	Equip. Unit – Cumberland	910-486-1491	910-322-6566
Greg Burns, P. E.	Division Engineer	910-486-1493	

### EMERGENCY

Fire Department----- 911  
Rescue ----- 911  
Sheriff----- 911  
Highway Patrol ----- 1-800-441-6127

When the ferry is down for any reason, the operator shall notify the county maintenance office at (910) 862-3396. If the office is closed, the operator is to report to Ken Clark or Nicky Garrell at the numbers listed above. All breakdowns should be reported to Richard Freeman or Mike Perkins also.

## **PRE-OPERATING CHECKLIST**

1. Unlock ferry chains attached to dock
2. Unlock ferry cabin.
3. Unlock life preserver box and check for correct number of U. S. Coast Guard approved personal flotation devices (PFD).
4. Unlock ferry boat.
5. Unlock ferry boat motor box.
6. Check radiator water, motor oil and hydraulic oil for proper levels. Check fuel level.
7. Check for fluid leaks around hydraulic lines.
8. Check all safety chains.
9. Check condition of cables for frayed areas.
10. Grease cable roller on ferry.
11. Check fire extinguisher for proper pressure.



## OPERATIONAL PROCEDURES

1. The following procedures are to be followed for the operation of the ferry:
2. Raise warning gate arm and signal vehicle(s) to load onto the ferry.

Note: The ferry shall **NOT** operate at any time, with more than Six (6) Passengers plus the ferry operator.

3. Lower warning gate arm to down position.
4. Have vehicle(s) stop engine(s) and engage parking brake.
5. Place safety chocks in front and back of wheel on vehicle(s). Record traffic count data.
6. Hook safety chain behind vehicle(s).
7. Unhook anchor chain from shore anchor post.
8. Start ferry engine and proceed across river. When destination is reached, stop engine.
9. Hook anchor chain in front of vehicle(s).
10. Remove safety chocks.
11. Raise warning gate arm and signal for vehicle(s) to unload ferry.
12. Lower warning gate arm to down position after unloading vehicle(s) passes or after waiting vehicle(s) loads onto ferry.

The ferry is not to be moved until the warning gate arm is down. The warning gate arm is to remain in the down position at all times unless a vehicle is going onto or leaving the ferry.

When the ferry is down for any reason (preventive maintenance, repair, high water, etc.) all signs should be up and gates closed.

## OPERATIONAL SCHEDULE

September 16 – March 15                      7:00 A.M. to 5:30 P.M.

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Note: Actual April Change Date will vary from year to year with change to Daylight Savings Time.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), with the following exceptions:

1. During electrical storms.
2. During extremely high water.
3. During extremely low water.
4. When ferry deck is covered with snow or ice.
5. Equipment failure.
6. When notified by the Engineer not to operate.

When the ferry is down because of high water for an extended period of time (over 24 hours), operators will check ferry at least once a day. If in the operator's opinion he feels that it should be checked twice, he may do so.

## SAFETY AND SECURITY

1. Fishing is not permitted from any part of the ferry or the two (2) docks.
2. Pedestrians and/or vehicle drivers are to be prohibited from subjecting themselves to danger while on the ferry.
3. No boats are permitted to be tied up or moored to ferry and the two (2) docks.
4. Only N. C. Department of Transportation certified ferry operators are to operate the ferry.
5. Ferry Operator will visually assure clearance of all water and highway traffic prior to operating the ferry.
6. Vehicles of any description, including bicycles, are not to be permitted on the roadway approaches, between the loading ramps and the warning arm gate, except when loading or unloading the ferry.
7. Should a request be made for crossing on the ferry by a questionable piece of equipment the Engineer shall be contacted. The Engineer will review and approve such requests.
8. Telephone numbers, including emergency telephone numbers, shall be kept up-to-date in the ferry cabin and near the telephone in the operator's house.
9. Secure all locks prior to leaving the ferry unattended. Secure the ferry at the end of the day and during adverse weather conditions, which prevent the operation of the ferry.
10. The ferry will not be operated during adverse weather conditions, as follows:
  - A. Electrical storms
  - B. Extremely high water
  - C. Extremely low water
  - D. Snow and ice on ferry deck
  - E. Equipment failure
  - F. As directed by the Engineer
11. Inspect the operator's house outside lighting prior to leaving each day.

## **MAINTENANCE**

The ferry operator is to perform the following maintenance items:

1. All floors, decks, and working surfaces shall be maintained in a clean, non-slippery condition. If spills occur, promptly and properly remove the spill.
2. Pick up trash/litter on ferry and the grounds (dispose of properly).
3. The ferry house and bathroom facilities shall be maintained in a neat, clean, and orderly condition.
4. Keep parts and supplies in their proper storage place.
5. Grease two (2) cable wheels daily.
6. Keep ferry cabin windows clean.

When the ferry is down for scheduled maintenance, such as preventive maintenance, this time should be scheduled with the equipment shop, so that it may be performed at low traffic hours. When the ferry is down for preventive maintenance or emergency repair, all signs should be up and gates closed.

## **PERSONAL DRESS AND CONDUCT**

Operator shall be courteous to the traveling public and Department of Transportation personnel.

Operator shall wear slacks or long pants and shirt/blouse while on work duty.

Operator shall wear reflective vests at all times when handling traffic. Never stand in a position where you can be injured by moving vehicles.

It is mandatory that the Ferry Operator wear an orange cap that displays the name of the contracting company.

**North Carolina Department of Transportation**

**CONTRACT BID FORM**

**WBS Number:** 6.200918.8  
**County:** Bladen  
**Description:** Ferry Operator Service at Elwell Ferry

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	Ferry Operation	1	LS		

\*\*\* Unit Prices Must Be Limited To Two (2) Decimal Places \*\*\*

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

CONTRACTOR \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

Reviewed by \_\_\_\_\_ (date)  
Division Proposals Engineer

Accepted by \_\_\_\_\_ (date)  
Division Engineer