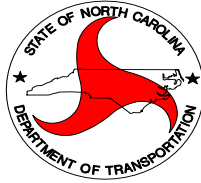


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE DISTRICT ONE

CONTRACT PROPOSAL

SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: APRIL 29, 2015 AT 2:00 PM

CONTRACT ID: 11484597

WBS ELEMENT NO.: 1.200827

COUNTY: BERTIE

★ ROUTE NO.: SR 1500

LOCATION: BETWEEN WINDSOR AND WILLIAMSTON, NORTH CAROLINA

**TYPE OF WORK: FERRY OPERATOR AND CUSTODIAL MAINTENANCE
SERVICE AT SANS SOUCI FERRY**

NAME OF BIDDER

ADDRESS OF BIDDER

RETURN BIDS TO:

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 1
ATTN: Barry Hobbs, PE
113 Airport Drive, Suite 100
Edenton, NC 27932**

**PROPOSAL FOR THE PERFORMANCE MAINTENANCE
CONTRACT No. 11484597 IN BERTIE COUNTY, NORTH CAROLINA**

DATE: APRIL 1, 2015

**DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 11484597; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, and the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2012 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide ferry operations and custodial maintenance consisting of but not limited to an efficient ferry and janitorial/grounds service including labor, supervision, equipment and supplies for State Highway Contract No. 11484597 in Bertie County, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2012* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

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

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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 may cause the bid to be considered irregular and may be grounds for rejection of the bid.

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than TWO decimal places.
4. An amount bid shall be entered on the itemized proposal 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" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
6. Changes to 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 correction fluid, correction tape or similar product to make corrections.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, limited liability company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
 - d. Completed attestation by Notary Public

Note: Signer, Witness and Notary Public must be different individuals.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **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 ONE ENGINEER'S OFFICE AT 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON WEDNESDAY, APRIL 29, 2015.**
11. The sealed bid must display the following statement on the front of the sealed envelope:
QUOTATION FOR 11484597 – FERRY OPERATOR AND CUSTODIAL SERVICE AT SANS SOUCI FERRY, BERTIE COUNTY, TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, APRIL 29, 2015
12. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION ONE
ATTN: BARRY HOBBS, P.E.
113 AIRPORT DRIVE, SUITE 100
EDENTON, NC 27932

PROJECT SPECIAL PROVISIONS

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW:

In order to bid on this contract, all prospective bidders shall attend a Mandatory Pre-Bid Conference to be held at **the Roadside Environmental Office in Ahoskie at 242 W. Modlin Road, Ahoskie, NC 27910 at 9:00 AM on Monday, April 13, 2015. Please contact Barry Hobbs - (252) 482-1862 for any further information.**

The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc. as well as a mandatory site visit to the ferry.

Only bidders who have attended and properly registered at the above scheduled pre-bid conferences will be considered qualified to bid on this project. A bid received from a bidder who has not attended and properly registered at the above scheduled pre-bid conferences will not be considered for award.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give bidders an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum. The addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid. Pre-Bid Conference proceedings will be tape recorded.

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

1. The individual attending the Mandatory Pre-Bid Conference is a **full time employee of the company bidding on the project** and has **administrative/supervisory** authority over the work to be performed under **this contract**.
2. The individual signs his/her name and company title on the official roster at the beginning the conference.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the **end** of the pre-bid conference is completed.

Only bids received from the bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

LOCATION:

The ferry is located on SR 1500 over the Cashie River, Bertie County, North Carolina as shown on the attached map (Attachment D)

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.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **July 1, 2015**.

The completion date for this contract is **June 30, 2016**.

The Contractor shall submit his/her bid for one year. At the option of the Department, this contract may be extended for two (2) additional one (1) year periods (maximum three (3) Years total). 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 April 1st if the contract may be extended. The Contractor must notify the Engineer in writing by April 15th 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.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

Contractor shall provide a ferry operator at the site at all times during staffing hours. **For every hour or portion thereof that a ferry operator is not on site at the ferry during staffing hours, the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour.** Liquidated damages will be deducted from the Contractor's monthly payment. The Contractor shall take immediate action to provide a ferry operator, or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

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 "FERRY OPERATOR'S GUIDE - Operational Schedule, Pg. 29 – ATTACHMENT C", **the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour for each hour or portion thereof that the Contractor fails to provide the required service.**

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

None of the items included in this contract will be major items.

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

PERFORMANCE GUARANTEE

For this project, the contract payment bond will be waived. In lieu of a contract performance bond, a performance guarantee will be required.

For the first year of this contract, the Contractor agrees to a Performance Guarantee consisting of six (6) per cent less than the amount of the monthly compensation. This is the amount of monthly compensation before any liquidated damages or non-compliance deductions. The Performance Guarantee will not be deducted for extensions and will be refunded without interest at the end of the initial agreement unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of any extension agreement. In case of default, this amount will be used to obtain these services from another source and it will not be refunded to the Contractor.

PERSONAL PROTECTIVE EQUIPMENT (PPE):

All personal protective equipment required for the Contractor's employees shall be furnished by the Contractor. Personal protective equipment includes, but is not limited to safety vests, eye protection, ear protection, hard hats, steel-toed shoes, gloves, etc.

TRAFFIC CONTROL:

All maintenance operations must utilize proper traffic control in accordance with the *Standard Specifications*, the NCDOT *Standard Drawings* and the MUTCD.

ON-BOARD OPERATIONS:**Description**

Provide complete ferry operations and custodial maintenance consisting of but not limited to an efficient ferry and janitorial/grounds service including labor, supervision, equipment and supplies as outlined herein.

WORK SCHEDULE AND TRAINING

The ferry under contract is required to be staffed and operated as shown below. 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 the first seven days at the beginning of the contract.

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.

Operators: Staffing requirements for ferry operators will be divided into two (2) separate seasonal periods, summer and winter. At no time during the allotted hours is the ferry to be without the required number of operators on duty. Contractor's personnel shall not leave the facility while on duty. At least one (1) fluent English speaking employee shall be on duty during all staffing hours. The Contractor shall provide qualified personnel to satisfy the contract objective at all times.

Summer: Staffing hours from March 8 to November 1 shall be from fifteen (15) minutes before Sunrise or 6:15 AM to 6:15 PM, daily, twelve (12) hours per day, to include all holidays.

Winter: Staffing hours from November 2 to March 7 shall be from fifteen (15) minutes before Sunrise or 6:45 AM to 5:15 PM, daily, ten and a half (10.5) hours per day, to include all holidays.

Note: Actual March and November Change Dates between Summer and Winter staffing hours will coincide with Daylight Savings Time and therefore will vary from year to year.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per shift per twelve (12) hour shift and one (1) person per shift per ten and a half (10.5) hour shift.

Supervisor: The Contractor shall provide a Daily Operations Supervisor for daily supervision of ferry operators. The Contractor's Daily Operations Supervisor shall be available by telephone and/or mobile 24 hours a day for immediate contact. The supervisor shall have the authority to take immediate action to correct conditions determined by the Department to be unsafe, unsanitary, or reflecting unfavorably on the State of North Carolina and the Contractor. The supervisor shall perform site visits to monitor/supervise ferry operators a minimum of one (1) hour per week. Each site visit shall be for a minimum of 30 minutes. The supervisor shall be required to monitor/supervise each ferry operator a minimum of once per month.

Ferry Operation Schedule:

November 2 – March 7	7:00 AM to 5:00 PM
March 8 – November 1	Sunrise or 6:30 AM to 6:00 PM

Note: Actual March and November Operation Schedule Change Dates will coincide with Daylight Savings Time and therefore will vary from year to year.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), except during Leap Year in which case, the ferry will be operated on the above schedule, seven (7) days per week, 365 days during Leap Year year, 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.

Staffing hours begin fifteen (15) minutes before and end fifteen (15) minutes after stated operational hours for the purposes of opening and closing the ferry site.

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 1500 / SR 1521 and the intersection of SR 1538 / SR 1500.

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.

REQUIREMENTS FOR CERTIFICATION OF A FERRY OPERATOR ARE AS FOLLOWS

- 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. General: During performance of the contract, the Contractor shall provide qualified and trained personnel to satisfy all the requirements of this contract. The required staffing shall not be less than specified. The first priority of on-duty personnel shall be to provide ferry operations; however, other areas of responsibilities must comply with related requirements. The Contractor will be guided by and will act in accordance with conditions of this contract. The Contractor's personnel are to be polite and assist the traveling public with information and aid in such a manner as to reflect favorably on the State and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The Department reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the traveling public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal

law or conduct which is inconsistent with the job requirements of this contract. The requirements are such that it may become necessary for the Contractor to remove personnel in its employment at this facility 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.
 4. Unsatisfactory job performance.
- B. Under circumstances set out in (1 through 4) 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 this contract will be kept in the ferry house at all times.

STATE FURNISHED PROPERTY

Parker's 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, life vests, 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 supplies required for operation of the ferry including fuel and lubricants. 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 at the facility. The Contractor shall provide telephone for use by the ferry operator, at the site, at all times. The telephone number shall be provided to the Department. The cost of the telephone shall be assumed by the contractor and shall be incidental to contractor's bid.

INCIDENTAL MAINTENANCE INSTRUCTION**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 (Attachment C). The lubrication frequency shall be as necessary to maintain proper lubrication of the various machinery components. Fuel will be delivered every other day.

3. LIGHTING

The Contractor will be responsible for supplying and 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 that is higher than ten (10) feet off the ground or adjacent finished floor surface. The contractor shall notify the Engineer immediately upon discovery of a problem.

4. ORDER AND CLEANLINESS

The ferry boat, ferry dock, and operator's house and grounds shall be kept in a state of order and cleanliness at all times. Contractor shall supply trash bags for the various receptacles. Contractor shall supply paper and cleaning products for the Rest Room and Kitchen areas.

- 1) The ferry boat shall be swept and mopped as often as necessary, but not less than once per week.
- 2) Rags or materials used to clean up fuel or oil spillage shall be disposed of properly.
- 3) Operator's House:
 - (a) No smoking is allowed in the Operator's House.
 - (b) Floors shall be swept and mopped as needed, but not less than once per week.
 - (c) Kitchen area shall be kept clean at all times. Food and utensils are to be cleaned and put away immediately after use.
 - (d) Kitchen appliances such as coffee pot, toaster, etc. shall be unplugged when not in use. At no time shall any electrical device or appliance be plugged into an extension cord except as approved by the Engineer.
 - (e) Restroom fixtures shall be cleaned daily at the end of the shift. All fixture surfaces shall be wiped down with an approved disinfectant cleaner. Cleaners and cleaning sponges/cloths shall be stored in a Kitchen cabinet and shall not be left out in the open.
 - (f) Toilet Paper and hand towels shall be provided by the Contractor and shall not be allowed to run out.

- (g) Trash receptacles are to be emptied as needed to prevent odors and/or over-filling, but not less than twice per week.
 - (h) Contractor's personal items shall not be stored on the floor and shall be kept neat and orderly at all times.
 - (i) All windows shall be cleaned as often as needed, but not less than once per week. During the month of April, window screens shall be removed and window sills and exterior frame shall be wiped clean. Screens shall be cleaned and put back in place.
 - (j) Storage room shall be locked at all times. Only Contractor's personnel and Department personnel shall have access to the storage room. Items in the storage room shall be stored in an orderly fashion and as much as possible shall be kept off the floor. All spare parts, supplies, and equipment shall be kept in their proper storage places and properly cared for.
- 4) Grounds:
- (a) All grounds shall be policed daily and any litter shall be picked up and disposed of in a proper manner.
 - (b) Piers, walkways, platforms, ramps, decks, porches, etc., shall be swept or cleaned as needed, but not less than once per week. All leaves, limbs, grass clippings and other vegetative debris are to be removed on a daily basis.
 - (c) Picnic table shall be cleaned and disinfected after each use.
 - (d) All vegetative lawn areas are to be mowed and maintained at a height of 1-1/2 to 3 inches tall. Mowing shall be done as needed year-round. At no time shall vegetation over 50% of the lawn area be allowed to exceed four (4) inches in height.
 - (e) Any pesticide usage on the site, including Round-Up, shall be done by or under the direct supervision of a valid licensed Commercial Ground Applicator (currently licensed by the N. C. Department of Agriculture), with an Ornamental and Turf (L) sub-classification. The person(s) name and a copy of their current license(s) shall be given to the Engineer a minimum of two (2) weeks prior to the application of any pesticides. All pesticide products, rates, timing, and area of application shall be used in accordance with the label and shall have been approved by the Engineer a minimum of 48 hours prior to their use.
 - (f) Lawn mower and lawn care equipment and accessories may be stored in the storage room.
 - (g) Fuel shall be stored in approved containers and locked in the Fuel Storage Cabinet. No fuel shall be stored in the storage room.
 - (h) Branches up to four (4) inches in diameter shall be cut up and removed from the site by the Contractor and disposed of properly. No vegetative matter may be disposed of in adjacent wetlands.
 - (i) The Pet Waste Station shall be maintained and the receptacle emptied on a daily basis. Pet Waste Bags shall be supplied by the Department. Trash receptacle bags shall be supplied by the Contractor.
 - (j) During snow and ice events, as much as practical, Contractor shall remove snow and ice from the Ferry Boat, Ferry dock and the Ferry Operator's House ramp, stairs and porch. Immediately following a snow and ice event, Contractor shall remove as much snow and ice as possible from the Ferry Boat, Ferry dock and the Ferry House ramp, stairs and porch. Contractor shall continue snow and ice removal efforts until surfaces are clear. Contractor shall supply and utilize an approved de-icing material. The Department shall supply sand.

INSPECTION, ACCEPTANCE, MEASUREMENT, AND 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.

COMPENSATION

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

The Department agrees to pay the Contractor the line item price per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 6% withheld during the first year of the contract as stated in the Performance Guarantee (Page 7).

The ferry site shall be manned at all times stated in the 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.

Each invoice submitted to the Department for payment shall include the original Ferry Traffic Report. In addition to the monthly submittal data listed below, the Engineer may request further information.

Monthly Submittal Data required for processing payment is as follows:

1. Monthly invoice for services rendered.
2. Monthly Worklog (Attachment E)
3. Original Ferry Traffic Report (Attachment B)

Reduction Schedule: This Contract is set up for full 100% payment provided all services are rendered as outlined herein; however, when the Contractor fails to provide any part of the service in accordance with the terms of the contract a “Notification of Contract Non-compliance for Ferry Operations and Custodial Maintenance” form, (ATTACHMENT A), will be issued and adjustments will be made to the monthly compensation on the monthly invoice submitted for payment. The reduction will be calculated according to any assessed Liquidated Damages and the "Daily Compensation Reduction Schedule ", (ATTACHMENT A). In addition, any costs incurred for work performed by other forces that is the responsibility of the Contractor will be deducted from the monthly compensation.

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.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

107-1

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.

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.

“LONGSHOREMAN RULES DO APPLY REGARDING WORKER’S COMPENSATION”**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:

- (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.

STATE HIGHWAY ADMINISTRATOR TITLE CHANGE:

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to “State Highway Administrator” with “Chief Engineer”.

SUBLETTING OF CONTRACT:

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.

STANDARD SPECIAL PROVISION**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 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 Subarticle 108-13(E) 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.

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 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 136-28.1(b), if the total bid amount of an SBE contract exceeds \$500,000, the bid will not be considered for award.

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.

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/

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

COOPERATION WITH STATE FORCES:

The Contractor must cooperate with State forces working within the limits of this project as directed by the Engineer.

ERRATA:

(1-17-12) (Rev. 04-21-15)

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 3

Page 3-1, after line 15, Article 300-2 Materials, replace “1032-9(F)” with “1032-6(F)”.

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 7

Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT, line 33, replace “competition” with “completion”.

Division 8

Page 8-23, line 10, Article 838-2 Materials, replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

Division 10

Page 10-166, Article 1081-3 Hot Bitumen, replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

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 15-4, Subarticle 1505-3(F) Backfilling, line 26, replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

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”.

THREATENED AND ENDANGERED SPECIES:

Due to federal or state listed threatened and endangered species located in the county in which this project is located, the Contractor will be required to contact the Division Roadside Environmental Engineer to determine if any part of this project is within a protected area. If so, the Contractor shall be responsible for any damage done to these plant populations as a result of mowing operations.

PLANT AND PEST QUARANTINES:**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

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.gov/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.

ON-THE-JOB TRAINING:

(10-16-07) (Rev. 5-21-13)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncbowd.com/section/on-the-job-training.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

(ATTACHMENT A)

**NOTIFICATION OF CONTRACT NON-COMPLIANCE
FOR SANS SOUCI FERRY OPERATIONS AND CUSTODIAL MAINTENANCE**

DATE: _____ **PROPOSAL NUMBER:** _____

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

Please be advised that the following item is in Non-Compliance and reduction in compensation is in effect (2 hour limit to correct non-compliance where applicable):

Description of Non-Compliance Item	Date & Time of 1 st Follow-up Inspection	Action Rescinded? Yes/No	Date & Time of 2 nd Follow-up Inspection	% of Reduction

If the contractor fails the first follow-up inspection, the reduction in compensation begins with the date of issue of this Non-Compliance.

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

Number of days in Non-Compliance: _____.

Reduction: (_____ %) X (_____ Daily Compensation) X (_____ Days) = \$ _____

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

LIQUIDATED DAMAGES			
Intermediate Contract Time	Time began	Time corrected	Number of hours
ICT #1 – No Operator on Duty			
ICT #2 – Operator Service not provided			

Reduction: (_____ Hours) X (\$50.00) = \$ _____

Amount of Total Reduction \$ _____

NCDOT Inspector Signature _____

Contractor: For Non-Compliance issues, please notify NCDOT when you have corrected item(s).

(ATTACHMENT A)

DAILY COMPENSATION REDUCTION SCHEDULE FOR SANS SOUCI FERRY

Daily compensation is computed by dividing the line item price per month by the number of calendar days within that month.

A. FERRY BOAT OPERATIONS 20%

- 1) Failure to keep warning gate arm down except during loading and unloading*
- 2) Failure to chock front and back of wheel on vehicle(s)*
- 3) Failure to hook safety chain behind vehicle(s)*
- 4) Failure to wear Safety Vest or other approved Personal Protective Equipment while performing Ferry Boat Operations*
- 5) Failure to unlock life vest storage cabinet*

B. OPERATOR'S HOUSE, RAMP AND STEPS MAINTENANCE 5%

- 1) Smoking in Operator's house*
- 2) Floors dirty
- 3) Trash receptacles overflowing
- 4) Kitchen area – food and utensils not cleaned and stored away
- 5) Rest Room fixtures soiled
- 6) Toilet paper dispenser empty*

C. LAWN MAINTENANCE 5%

- 1) Litter and vegetation debris on lawn area
- 2) Vegetative debris and/or excessive soil on Piers, walkways, platforms, ramps, decks, porches, etc.
- 3) Vegetation in lawn exceeds four (4) inches in height over 50% of lawn area
- 4) Pesticides used inconsistent with policy
- 5) Fuel improperly stored*
- 6) Unsatisfactory effort to remove snow/ice*
- 7) Failure to use de-icing and/or sand following snow/ice event*
- 8) Failure to remove and properly dispose of vegetative debris less than four (4) inches in diameter

Items marked with * indicate an immediate reduction at the prescribed percent of the daily compensation schedule.

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

FERRY TRAFFIC REPORT

MTH/YR: _____

FERRY OPERATIONS: Sans Souci DIV: One DIST: Two COUNTY: Bertie

DAY	CARS				TRUCKS		TOTAL VEHICLES	TOTAL TRAILERS	PASSENGERS AND WALKERS	TOTAL TRIPS	COMMENTS
	N.C. LICENSE		OUT-OF-STATE		2 AXLE TRUCKS						
	SINGLE	PULLING TRAILER	SINGLE	PULLING TRAILER	2 AXLE SINGLE	PULLING TRAILER					
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
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21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
TOTALS											

NOTE: Total trips includes all trips, both empty and carrying vehicles and/or passengers.
Vehicles not covered in specific columns should be noted under "Comments"

Average number of total vehicles per day:

Average number of total trailers per day:

Average number of passengers and walkers per day:

FERRY OPERATOR'S MANUAL

APRIL 1995

N. C. DEPARTMENT OF TRANSPORTATION

J. D. Jennings, P. E.
Division Engineer
113 Airport Drive
Suite 100
Edenton, North Carolina 27932

Ferry Operator's Manual

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Personal Dress and Conduct-----	35

TELEPHONE NUMBERS

Sans Souci Ferry

		<u>Work #</u>	<u>Cell #</u>
Pat P. Mansfield	Roadside Environment Engineer, Hertford, NC	252-426-5041	252-333-7191
J. D. (Doug) Mizelle	Roadside Transportation Sup.	252-426-5041	252-642-3038
Win Bridgers, P.E.	Asst. Div. Maint. Engineer	252-209-2732	252-209-6235
Freddy Wynn	Equip. Unit – Williamston	252-792-3574	252-661-3451
Ricky Feher	Equip. Unit – Hertford	252-426-5738	252-338-4831
J. D. Jennings, P. E.	Division Engineer	252-482-7977	252-793-0145

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 Roadside Environmental at (252)426-5041. If the office is closed, the operator is to report to Doug Mizelle or Pat Mansfield at the numbers listed above. All breakdowns should be reported to Freddy Wynn or Ricky Feher also.

OPERATIONAL PROCEDURES

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

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. Unhook anchor chain from shore anchor post.
7. Hook safety chain behind vehicle(s).
8. Start ferry engine and proceed across river. When destination is reached, stop engine.
9. Unhook safety chain in front of vehicle(s).
10. Hook anchor chain in front of vehicle(s).
11. Remove safety chocks.
12. Raise warning gate arm and signal for vehicle(s) to unload ferry.
13. 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

November 2 – March 7	7:00 AM to 5:00 PM
March 8 – November 1	Sunrise or 6:30 AM to 6:00 PM

Note: Actual March and November Ferry Operations Change Dates will coincide with Daylight Savings Time and therefore will vary from year to year.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), except during Leap Year in which case, the ferry will be operated on the above schedule, seven (7) days per week, 365 days during Leap Year, 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.

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.

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.

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

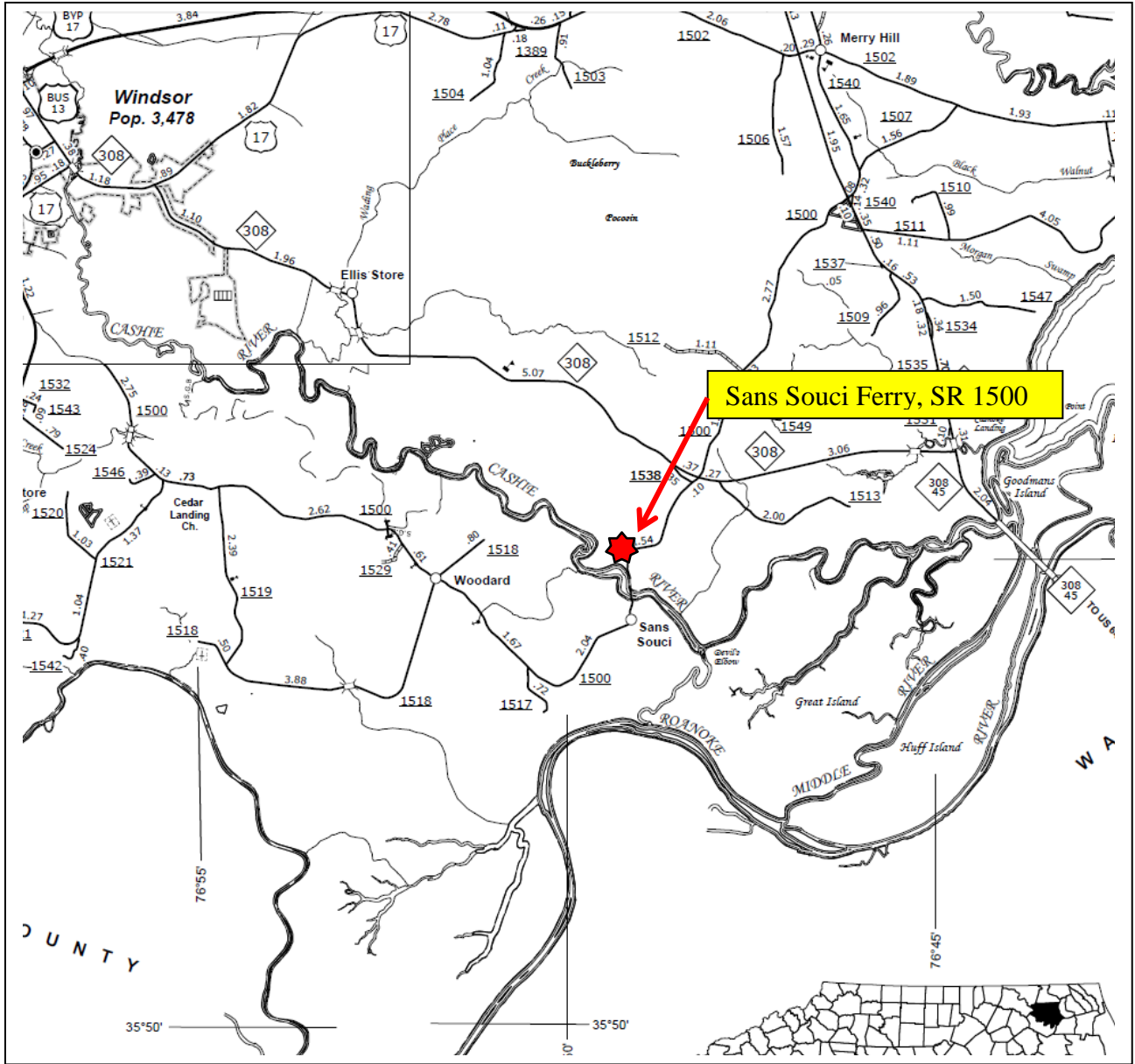
Operator shall be courteous to the traveling public and Department of Transportation personnel.

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

Operator shall wear reflective vests (or shirt or coat that meets prevailing ANSI standard) at all times when handling traffic. Never stand in a position where you can be injured by moving vehicles.

(ATTACHMENT D)

Sans Souci Ferry is located on SR 1500, Sans Souci and Woodard Road.



(ATTACHMENT E)

North Carolina Department of Transportation Sans Souci Ferry Operation and Custodial Contract EMPLOYEES MONTHLY WORKLOG																																	
Month: _____ 20____																																	
Name and ID#		Date: List Number of Hours Each Operator Worked on Each Shift																															
Ferry Operators	Shift	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	
Name:	1																																
	2																																
ID #	3																																
Name:	1																																
	2																																
ID. #	3																																
Name:	1																																
	2																																
ID. #	3																																
Supervisor:	On site reviews divided equally among all operators on random days at random times, minimum 1 hour per week. Each site review shall be for no less than 30 minutes.																																
Name:	1																																
	2																																
ID. #	3																																

Supervisor's Signature: _____ Date: _____

SUPPORTING DOCUMENTATION

(Please Type)

A. RELATED WORK EXPERIENCE: (Briefly describe in spaced provided)

B. INTEREST GROUP DEFINITION:

Indicate whether any of the following apply to your firm:

- (1) Minority-owned business? Yes _____ No _____
 (Minority Definition: At least 51% of which is owned and controlled by minority group members.)

Please indicate specific minority group:

- 1 _____ Black
- 2 _____ Hispanic (Mexican, Puerto Rican, Cuban, Central or South American and other Spanish origin)
- 3 _____ Asian (including Pacific Islander)
- 4 _____ American Indian (including Alaskan native)

- (2) Female Owned: (51% owned and controlled by a Female)
 YES _____ NO _____

- (3) Physically Handicapped Owned: (51% owned and controlled by a Physically handicapped person) YES _____ NO _____

C. FINANCIAL STABILITY

Date Business
Established: _____

Please check one of the following:

_____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORAITON

Total Business Income:

Fiscal Year to Date: \$ _____ Last Fiscal \$
Year: _____

Fiscal Year Began On: _____ Fiscal Year _____ to
Dates: _____

D. REFERENCES (List a minimum of three (3) references including address and telephone number.)

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

_____ Print or type Signer's name

_____ Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

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

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

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 Member/Manager/Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ 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

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

Signature of Witness

Signature of Contractor, 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

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

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

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.

Execution of Contract

Contract No: 11484597

County: Bertie County

ACCEPTED BY THE DEPARTMENT

Contract Officer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

**North Carolina Department of Transportation
BID FORM**

WBS Number: 1.200827

County: Bertie

Description: Ferry Operation and Custodial Service for the Sans Souci Ferry, located on SR 1500 over the Cashie River, Bertie County

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	FERRY OPERATION	12	MONTH		

*****Unit Prices must be limited to TWO decimal places*****

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

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____ Addendum No. _____ Initial & Date: _____

***TOTAL BID FOR PROJECT:* _____**

THIS SECTION TO BE COMPLETED BY N. C. 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**

ADDENDUM(S)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.