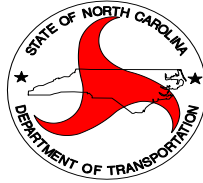


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: NOVEMBER 25, 2015 AT 2:00 PM

CONTRACT ID: 11548503

WBS ELEMENT NO.: 1B.107014.1

COUNTIES: PASQUOTANK

ROUTE NO.: US 158

LOCATION: DIVISION ONE

**TYPE OF WORK: LABOR NECESSARY FOR OPERATION OF ONE HIGHWAY
DRAWBRIDGE IN DIVISION ONE ON US 158 – PASQUOTANK
RIVER**

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 CONSTRUCTION OF
CONTRACT No. 11548503 IN PASQUOTANK COUNTY, NORTH CAROLINA
DATE: NOVEMBER 5, 2015
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **11548503** has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further 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 and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **11548503** in **Pasquotank 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.

TABLE OF CONTENTS**COVER SHEET****PROPOSAL SHEET****TABLE OF CONTENTS 3****INSTRUCTIONS TO BIDDERS 4****STANDARD PROVISIONS 5****SPECIAL PROVISIONS 12****EXECUTION OF BID, NONCOLLUSION AFFIDAVIT
AND DEBARMENT CERTIFICATION 22****BID FORM 31**

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 FOUR 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, NOVEMBER 25, 2015.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR 11548503 – LABOR NECESSARY FOR OPERATION OF ONE HIGHWAY DRAWBRIDGE IN DIVISION ONE ON US 158 – PASQUOTANK RIVER IN DIVISION ONE TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, NOVEMBER 25, 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**

STANDARD PROVISIONS

GENERAL:

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

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

SMALL BUSINESS ENTERPRISE (SBE) CONTRACT:

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

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

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.

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.

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*.

PARTIAL PAYMENT:

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

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

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

RESOURCE CONSERVATION AND ENV. SUSTAINABLE PRACTICES:

(5-21-13) (Rev. 5-19-15)

104-13

SPI G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to valuemanagementunit@ncdot.gov. For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

OUTSOURCING OUTSIDE THE USA:

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

SPI 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

SPI 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.

EMPLOYMENT:

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

108, 102

SPI 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)

SPI G185

Revise the *2012 Standard Specifications* as follows:

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

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.

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.

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/

COOPERATION WITH STATE FORCES:

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

LITTERING ON PROJECT:

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

EVIDENCE OF CAPABILITY:

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

PERFORMANCE GUARANTEE:

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

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”.

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.

SPECIAL PROVISIONS

I. GENERAL REQUIREMENTS

1. SCOPE OF WORK

This work described herewith consists of furnishing all labor necessary for the operation of one (1) highway draw bridge for the contract beginning upon Notice to Proceed and ending **June 30, 2017**.

2. LOCATION

The bridge is located on US 158 over the Pasquotank River in Pasquotank County, North Carolina as shown on the attached map.

3. CONTRACT TIME AND COMPLETION DATE

The contractor shall begin work upon Notice to Proceed. A minimum of 2 weeks notice will be given prior to the contractor beginning work.

The completion date for this contract is 12:00 Midnight, June 30, 2017.

This drawbridge is operational 24 hours a day, 7 days a week, and 365 days a year.

4. EXTENSION OF CONTRACT

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

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

5. SITE INVESTIGATION AND REPRESENTATION

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

6. INSURANCE

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

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

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

7. INDEMNIFICATION

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

8. COMPENSATION

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

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

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

A. STANDARD COMPENSATION REDUCTIONS

1. BRIDGE ATTENDANT NOT ON DUTY

If at any time the bridge attendant is not present or on duty for any part of their shifts, as specified herein, a standard deduction of \$125.00 per attendant, per shift, will be deducted from the Contractor's monthly payment. The Contractor must take action to

correct the problem or DOT will do so at the Contractor's expense (expense based on DOT's incurred expenses).

2. REPAIRS AND/OR GENERAL MAINTENANCE NOT PERFORMED

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

9. BASIS OF PAYMENT

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

10. CANCELLATION

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

11. WORK PROCEDURES AND ASSIGNMENTS

A. ENGINEER

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

B. AUTHORITY OF THE ENGINEER

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

C. CONTRACTOR SUPERVISION

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

D. AVAILABILITY

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

12. WORK SCHEDULE AND TRAINING

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

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

REQUIREMENTS FOR CERTIFICATION OF A BRIDGE OPERATOR ARE AS FOLLOWS:

- A. Complete reading of the Bridge Operators Manual.
- B. Demonstrate ability to operate the bridge and express knowledge of the operation to the Bridge Maintenance Supervisor.
- C. Complete 4 hours of instruction by Bridge Maintenance Electricians.
- D. Complete 80 hours of instruction by other operators or the Supervisor, To include a minimum of 10 openings per shift.
- E. Complete check-off on normal and emergency procedures.
- F. Complete 16 hours of General Safety Training as listed in Bridge Operator's Manual Part 1, Page 2(a). N.C. Department of Transportation will provide initial training. Any additional training will be the responsibility of the Contractor.

13. CONTRACTOR PERSONNEL

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

- A. Disrespect to Department employees or the public, whether Highway or marine, commercial or private, during performance of the contract.

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

14. STATE FURNISHED PROPERTY

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

15. DEPARTMENT FURNISHED SUPPLIES AND EQUIPMENT

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

16. UTILITIES

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

17. SAFETY AND SECURITY

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

- A. Fishing is not permitted from any part of the bridge or its fender system.
- B. Pedestrians are to be prohibited from subjecting themselves to danger while the Bridge is being operated.
- C. No boats are permitted to be tied up or moored to the bridge or its fender system.
- D. Only authorized personnel are to operate the bridge and will visually assure clearance of all water and highway traffic prior to opening and closing of the bridge.

- E. Do not permit vehicles of any description, including bicycles to park on bridge approaches between the end of the swing span and the first safety gate or on the draw span at any time, particularly when the bridge is being operated.
- F. Should a request be made to the Contractor for crossing of a bridge by a questionable piece of equipment, the Bridge Maintenance Supervisor should be informed immediately in order to review and determine allowance.
- G. Emergency phone numbers will be kept up-to-date and posted near phones.

18. COMPETITIVE PROPOSALS

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

19. ACCEPTANCE AND REJECTION

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

20. MANDATORY WAGE RATE

This contract includes requirements for a mandatory wage rate of ***\$11.48 per hour*** for each attendant. A notice will be placed at the bridge, in the space utilized by Contractor for posting of employee information. The Contractor's employees should notify the North Carolina Department of Labor if the Contractor is not paying the mandatory wage rate.

21. CONTRACT DOCUMENT

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

22. MALICIOUS ACTIVITY

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

23. INSPECTIONS

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

II. INCIDENTAL MAINTENANCE INSTRUCTION

1. GENERAL

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

2. LUBRIACTION

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

3. LIGHTING

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

4. ORDER AND CLEANLINESS

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

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

III. OPERATIONAL INSTRUCTIONS**1. GENERAL**

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

2. BRIDGE OPERATIONS

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

IV. MAINTENANCE OF RECORDS

1. GENERAL

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

V. EMERGENCY RESPONSE

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

MANDATORY WAGE RATE REQUIREMENT:

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

Pasquotank River Draw Bridge

Operator: per hour \$11.48

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

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

Contractor's Signature

Date

PHONE USE POLICY:

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

The following numbers may be used to contact NCDOT Personnel:

Bridge Maintenance Office - (252) 331-4763

John Lane (Bridge Maint. Super.) - (252) 340-1173 (Cell)

John Abel (Bridge Program Manager) - (252) 482-1850 (Office) or (252) 217-5856 (Cell)

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

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

I, _____, employee of _____, understand the above policy and agree to the terms of the policy.

Employee Signature: _____

Contractor Witness: _____

Date: _____

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__.

_____ Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

By

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
____ 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 _____ 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.

Execution of Contract

Contract No: 11548503

County: Pasquotank County

ACCEPTED BY THE DEPARTMENT

Contract Officer

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

North Carolina Department of Transportation
BID FORM

Proposal Number: 11548503

Counties: Pasquotank

Description: Labor Necessary to Operate Highway Drawbridge on US 158 over the Pasquotank River in Pasquotank County

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

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Provide Bridge Operator Services	18	MON		

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

TOTAL BID FOR PROJECT: _____

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

Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____

Addendum No. _____ Initial & Date: _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

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

Reviewed by _____ DATE _____

Accepted by NCDOT _____ DATE _____