STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

Division 14 **District 3**

Contract
Small Business Enterprise

CONTRACT:	**DN11789977 (Let as DN11778119)**
TIP Number:	**N/A**
FEDERAL:	**STATE FUNDED**
WBS Element:	**14.105611, 14.205611, 14.205621**
LOCATION:	**VARIOUS LOCATIONS THROUGHOUT MACON COUNTY**
COUNTY:	**MACON**
DESCRIPTION:	**ON-CALL MATERIALS HAULING SERVICES – TANDEM AXLE DUMP TRUCK**
Contractor:	**CARVER CONTRACTING, LLC**
Address:	**PO BOX 1847** **ROBBINSVILLE, NC 28771**

Division Engineer: **B. C. Burch, P.E.**
District Engineer: **J. A. Russell, PE**
County Maintenance Engineer: **Mark Hill, PE**

Letting Date: **March 13, 2018**

Contract Execution: 3/29/2018

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

DIVISION 14

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

DATE AND TIME OF BID OPENING: MARCH 13, 2018 AT 2:00 PM

CONTRACT ID:	**DN11778119**
WBS ELEMENT NO.:	**14.105611, 14.205611, 14.205621**
FEDERAL AID NO.:	**STATE FUNDED**
COUNTY:	**MACON**
TIP NO.:	**N/A**
MILES:	**VARIES**
ROUTE NO.:	**VARIES**
LOCATION:	**VARIOUS LOCATIONS THROUGHOUT MACON COUNTY**
TYPE OF WORK:	**ON-CALL MATERIALS HAULING SERVICES – TANDEM AXLE DUMP TRUCK**

Carver Contracting, LLC

NAME OF BIDDER

750 Tallulah Rd Robbinsville, NC 28771

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 14
ATTN: Jeffrey E. Alspaugh, EI
253 Webster Road
Sylva, NC 28779

PROPOSAL FOR THE CONSTRUCTION OF

CONTRACT No. DN11778119 IN MACON COUNTY, NORTH CAROLINA

Date 2/20/2018 **20_____**

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DN11778119**; 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 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 2018 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. **DN11778119** in **Macon 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.

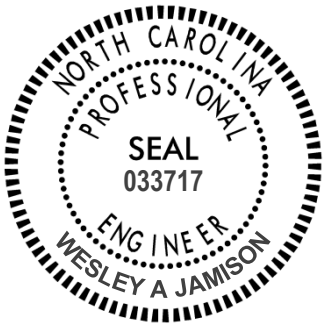
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the 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.

BONDS ARE NOT REQUIRED.



Division 14 Project Manager

DocuSigned by:
Wesley Jamison
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COVER SHEET
PROPOSAL SHEET

THIS CONTRACT IS FOR TIP **N/A** CONTRACT ID **DN11778119** FOR **ON-CALL MATERIALS HAULING SERVICES – TANDEM AXLE DUMP TRUCK** TYPE OF WORK IN **MACON COUNTY**.

SPECIAL PROVISIONS

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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, Debarment 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.

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 ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 253 Webster Road, BY 2:00 PM ON, March 13, 2018.**

11. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR – ON-CALL MATERIALS HAULING SERVICES – TANDEM AXLE AT VARIOUS LOCATIONS THROUGHOUT MACON COUNTY TO BE OPENED AT 2:00 PM ON, March 13, 2018.

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
ATTN: Jeffrey E. Alspaugh, EI
253 Webster Road
Sylva, NC 28779

PROJECT SPECIAL PROVISIONS

GENERAL

BOND REQUIREMENTS – No Bonds Required

(06-01-16) SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

NON-EXCLUSIVE CONTRACT:

(6-15-15) SPD 01-750

The Department may, as it deems to be in the best interest of the state and the Department of Transportation, execute more than one contract based on this proposal. The Contractor(s) understands and agrees, by signature on the Purchase Order Contract Bid Proposal, that this agreement **does not** constitute an exclusive contract.

If awarded, the contract(s) will be executed with the lowest responsible bidder(s). The Department of Transportation reserves the right to make multiple awards for the services provided by this contract. Furthermore, the Department reserves the right to reject all bids received.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 03-13-18) 108 SP1 G10 A

The date of availability for this contract is **March 29, 2018**.

The completion date for this contract is **March 28, 2019**.

The liquidated damages for this contract are defined elsewhere in this contract.

This contract shall be effective for 1 contract period (12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to 2 additional one 1-year periods with a five percent (5%) increase in prices each year.

No changes in terms, condition, etc. of this contract will be made when an extension is implemented. The Engineer will notify the Contractor, in writing, 60 days prior to renewal of the contract. The Contractor must notify the Engineer in writing within thirty (30) days of notification by the Engineer of the acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

MOBILIZATION AND LIQUIDATED DAMAGES:

(03-13-18) 800 SPI

Revise the *2018 Standard Specifications* as follows:

Page 8-1, Article 800-1 Description, delete the entire section and replace with the following:

The County Maintenance Engineers (CME), or his duly authorized representatives, will notify the Contractor when hauling services become necessary; he will advise the Contractor of the type of mobilization under which the Contractor is responding, the number of each type of truck required, along with the location(s) involved.

The Contractor shall begin and complete work in accordance with **Articles 104-10** and **108-1**, except at noted below.

Routine Mobilization is defined as the cost of mobilizing for routine materials hauling services. Materials hauling services have minimum limits defined elsewhere in this contract, and the Contractor shall consider this when submitting the bid. The Contractor shall report to the CME or his representative within 14 calendar days after notification.

The liquidated damages for failure to report for *Routine Mobilization* within the 14 calendar days are **Two Hundred Fifty Dollars ($ 250.00)** per calendar day per truck.

Emergency Mobilization is defined as the cost of mobilizing for emergency materials hauling services. Materials hauling services have minimum limits defined elsewhere in this contract, and the Contractor shall consider this when submitting the bid. The Contractor shall report to the CME or his representative within **24 hours** after notification.

The liquidated damages for failure to report for *Emergency Mobilization* within the **24 hours** are **Two Hundred Fifty Dollars ($ 250.00)** per hour per truck.

Page 8-1, Article 800-2 Measurement and Payment, delete the entire section and replace with the following:

Routine Mobilization and *Emergency Mobilization* are considered incidental to the contract price of the items included in the contract.

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 *2018 Standard Specifications*).

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev. 2-18-14) 109-8 SP1 G43

Revise the *2018 Standard Specifications* as follows:

Page 1-83, Article 109-8, Fuel Price Adjustments, add the following:

The base index price for DIESEL #2 FUEL is **$ 2.2321** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Permeable Asphalt Drainage Course, Type ____	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
__" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to __" Pavement	Gal/SY	0.245

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 5-16-17) 108-2 SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	Fiscal Year	Progress (% of Dollar Value)
2018	(7/01/17 - 6/30/18)	**25**% of Total Amount Bid
2019	(7/01/18 - 6/30/19)	**75**% of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

SUBSURFACE INFORMATION:

(7-1-95) 450 SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

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.

PROJECT SPECIAL PROVISIONS

ROADWAY

MATERIALS HAULING SERVICES:

Description

The work consists of providing materials hauling services, throughout Macon County, on an "as - needed" basis. Materials hauling services include, but are not limited to, hauling: quarried aggregate material, excavated soil, rock, tree stumps, vegetative debris, as well as stockpiling aggregate material, spreading aggregate material, hauling excavated shoulder/ditch material and transporting equipment.

Equipment

The Contractor shall provide a minimum of one (1) of each of the following pieces of equipment (fully operated), as stipulated in the table below:

Tandem Axle Dump Truck	Minimum Capacity 16 cubic yards

Provide materials hauling trucks equipped with the following: a standard swing tailgate capable of adjustment for tailgate spreading aggregate material.

Provide all trucks with reverse gear warning devices, and clearly display the Contractor's name on both sides of the vehicle.

Equipment is to be in good operating condition and operated by properly trained and licensed personnel; operators are to possess a valid North Carolina Commercial Driver's License. The Department of Transportation may refuse delivery of any equipment found to be defective or inadequately operated.

The contractor shall be responsible for the equipment provided in the contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractor's equipment including, but not limited to, vandalism, theft, fire, and acts of God arising out of, or relating to, work performed under this agreement.

Services Method

Perform routine hauling services at such time and locations as directed by the Engineer or his/her representative.

Measurement and Payment

Materials Hauling Services will be measured and paid for on a per truck hour basis. The Contractor's daily work time will begin upon arrival to predetermined work site or the time as designated on the first quarry ticket for that day's operation. In the event NCDOT suspends daily operations, the Contractor will be paid a minimum of 4 hours at the Contract unit bid price for each truck participating in that days operations. Work exceeding 4 hours prior to the suspension of that day's operation, will be paid for actual time worked. All payments will be made to the nearest one-quarter (1/4) hour, based upon the time the equipment was in actual productive operation. The contractor will not be paid for downtime due to meals, equipment failure, accidents, or other conditions. Work will be paid for at the unit price bid in the contract for each bid item; price and payment will be full compensation for all equipment, labor, accessories, materials, and any damage, caused by the Contractor or his operation, to all public or private property and facilities required to accomplish the work. Mobilization shall be incidental to the bid items of this contract; no separate payment will be made for mobilization.

Payment will be made under:

Pay Item	**Pay Unit**
Tandem Axle Dump Truck with Operator	Per Truck per Hour

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(D) of the *2018 Standard Specifications*.

STANDARD SPECIAL PROVISION

ERRATA

(2-12-18) Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

Page 7-27, line 4, Article 725-1 MEASUREMENT AND PAYMENT, replace article number "725-1" with "724-4".

Page 7-28, line 10, Article 725-1 MEASUREMENT AND PAYMENT, replace article number "725-1" with "725-3".

Division 10

Page 10-162, line 1, Article 1080-50 PAINT FOR VERTICAL MARKERS, replace article number "1080-50" with "1080-10".

Page 10-162, line 5, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, replace article number "1080-61" with "1080-11".

Page 10-162, line 22, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, replace article number "1080-72" with "1080-12".

Page 10-163, line 25, Article 1080-83 FIELD PERFORMANCE AND SERVICES, replace article number "1080-83" with "1080-13".

STANDARD SPECIAL PROVISION

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, And Other Noxious Weeds)

(3-18-03) (Rev. 12-20-16) 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, 919-707-3730, or *http://www.ncagr.gov/plantindustry/* 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, emerald ash borer, or other noxious weeds.

STANDARD SPECIAL PROVISION

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.

STANDARD SPECIAL PROVISION

ON-THE-JOB TRAINING

(10-16-07) (Rev. 4-21-15) 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.\

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.

T-1

Macon

ITEMIZED PROPOSAL FOR CONTRACT NO. DN11778119

Line #	Section #	Item Description	Quantity	Units	Unit Price	Bid Amount
1	SP	TANDEM AXLE DUMP TRUCK	500	HR	$ 95.00	$ 47,500.00
					Total Amount Of Bid For Entire Project :	$ 47,500.00

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee 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 prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his 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 PREQUALIFIED BIDDER

Carver Contracting LLC
Full Name of Firm

750 Tallulah Rd Robbinsville, NC 28771
Address as Prequalified

Signature of Witness

Signature of Member/Manager/Authorized Agent
(Select appropriate Title)

Marlon Jackson
Print or Type Signer's Name

Bucky Jackson
Print or Type Signer's Name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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 that is file 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: DN11778119

County: Macon

ACCEPTED BY THE DEPARTMENT

DocuSigned by:
Jeffrey E. Alspaugh
160F4BFF87884E1...
Proposals Engineer

3/29/2018
Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

DocuSigned by:
Burch, Brian C
E64230B81D7D44B...
Division Engineer

3/29/2018
Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

Fax: (828)586-4043

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

ISU Gilmore Insurance & Associates, Inc.
PO Box 1069
Concord, NC 28026

CONTACT NAME: Nancy Grooms
PHONE (A/C, No, Ext): (704)788-1415 FAX (A/C, No): (704)788-1421
E-MAIL ADDRESS: ngrooms@gilmoreins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Builders Mutual Insurance Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Carver Contracting LLC
750 Tallulah Road
Robbinsville, NC 28771

COVERAGES CERTIFICATE NUMBER: 00000000-0 REVISION NUMBER: 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		CPA000536402	07/15/2017	07/15/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CPA000536402	07/15/2017	02/25/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			MUB000292000	07/15/2017	02/25/2018	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CONTRACT # DN11789977 (Let as DN11778119)
Certificate holder is addtional insured on general liability per written contract.

CERTIFICATE HOLDER

NC DEPT OF TRANSPORTATION
HIGHWAY DIVISION 14
253 WEBSTER ROAD
Sylva, NC 28779

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nancy B Grooms (NBG)

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Printed by NBG on March 21, 2018 at 10:09AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
TIS Insurance Services, Inc.
1900 Winston Road, Suite 100
P.O. Box 10328
Knoxville TN 37939-0328

CONTACT NAME: Dana Flett
PHONE (A/C, No, Ext): (865) 691-4847 FAX (A/C, No): (865) 694-4847
E-MAIL ADDRESS: dflett@tisins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty	11812
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Carver Contracting, LLC
750 Tallulah Rd.
Robbinsville NC 28771

COVERAGES CERTIFICATE NUMBER: 18/19 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		29027 00	3/23/2018	3/23/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CONTRACT #DN11789977 (Let as DN11778119)

CERTIFICATE HOLDER

North Carolina Dept of Transportation
Highway Division 14
253 Webster Road
Sylva, NC 28779

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jim Oakes/DANFLE

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