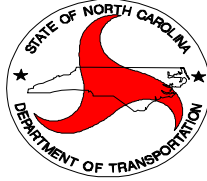


July 28, 2023

Proposal No. 54-CA-01-12090695

**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**



**REQUEST FOR PROPOSAL**

**DATE AND TIME OF BID OPENING: AUGUST 18, 2023 AT 2:00 P.M.**

**MANDATORY PRE-BID: AUGUST 7, 2023 AT 9:00 A.M.**

**BID PROPOSAL NO.: 54-CA-01-12090695**

**WBS ELEMENT NO.: 1.204627**

**COUNTIES: DIVISION 1 –HERTFORD**

**ROUTE NO.: SR 1175 / SR 1306**

**TYPE OF WORK: FERRY OPERATION AND CUSTODIAL SERVICE FOR  
THE PARKER’S FERRY OVER THE MEHERRIN RIVER**

**DATE OF AVAILABILITY: OCTOBER 1, 2023**

**COMPLETION DATE: SEPTEMBER 30, 2024**

**SMALL BUSINESS CERTIFICATION MANDATORY**

**PRE-BID CONFERENCE MANDATORY**

**PROPOSAL**  
**FOR THE CONSTRUCTION OF**  
**BID NO. 54-CA-01-12090695 IN DIVISION 1 – HERTFORD COUNTY, NORTH CAROLINA**

**JULY 28, 2023**

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

The Bidder has carefully examined the location of the proposed work to be known as **BID NO. 54-CA-01-12090695**; 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. 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 **BID NO. 54-CA-01-12090695**, 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.

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**PROJECT SPECIAL PROVISIONS - GENERAL**

**DESCRIPTION**

This contract is for the operation of the State owned Parker's Ferry, located over the Meherrin River on SR 1175 / SR 1306 in Hertford County for the schedule listed in this contract. (See Attachment D). The work includes, but is not limited to, furnishing all labor necessary for the prosecution and completion of all duties required for ferry operations.

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. Unless otherwise modified, all the 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.

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 **Standard Specifications for Roads and Structures 2018**, the North Carolina Department of Transportation **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 **Standard Specifications**.

These manuals may be found at the following websites: <http://mutcd.fhwa.dot.gov/> and <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Specifications-and-Special-Provisions.aspx>.

**PERFORMANCE GUARANTEE**

For the first year of this contract, the Contractor agrees to a Performance Guarantee consisting of six (6) per cent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. The 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 unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of any extension agreement. In cases of default, the Performance Guarantee will not be refunded to the Contractor.

**MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW**

**Early arrival is strongly recommended, as latecomers will be disqualified from award for the contract covered by this pre-bid conference.**

In order for all prospective bidders to have an extensive knowledge of the project, all **prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:**

**Date:** August 7, 2023

**Time:** 9:00 AM

**Place:** Division 1 Division Roadside Office

**Location:** 427 Ocean Highway North Hertford, NC 27944

**County:** Perquimans

**Contact for Directions:** 252-426-4180

**NOTE: BRING A COPY OF THE CONTRACT PROPOSAL TO THE CONFERENCE. PROPOSALS WILL**

**NOT BE PROVIDED. BIDDERS ARE EXPECTED TO READ THE PROPOSAL PRIOR TO THE CONFERENCE.**

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have. The pre-bid conference will include a thorough discussion of the plans, contract pay items, special provisions, etc. The Engineer will explain areas of responsibility, standards of performance and expected results.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be posted on the electronic Vendor Portal (eVP), <https://evp.nc.gov>. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

**MANDATORY PRE-BID CONFERENCE: ELIGIBILITY TO BID**

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

**Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

In addition, only Bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

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

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

**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 NCDOT Office of Civil Rights SBE Program Manager and listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

If unsure as to whether a firm is currently certified by NCDOT, search the Directory of Transportation Firms at the following website: <https://www.ebs.nc.gov/VendorDirectory/default.html>.

Bids received from firms that are not certified as SBE Contractors through the NCDOT Office of Civil Rights SBE Program Manager will not be opened.

Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed

application packet to NCDOT Contractual Services Management prior to bid submittal to allow for review time. Additional information on the program, including the application to become certified, may be obtained online at the following website: <https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx>.

Bidders must renew their SBE status and recertify each year. It is the bidder's responsibility to ensure that their existing SBE status does not lapse prior to bid opening (or beginning work as a subcontractor). **Advance notification of pending renewal dates is not guaranteed.**

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

### **CONTRACT TIME AND LIQUIDATED DAMAGES**

**The date of availability for this contract will be October 1, 2023.**

**The completion date for this contract is September 30, 2024.**

Upon mutual agreement by the Department and the Contractor, and upon notification, this contract may be extended for four (4) additional periods of one (1) year each (maximum five – (5) years total). The unit bid prices will be increased by three (3%) percent for each one-year extension. No changes in terms, conditions, etc. of this contract will be made when the extension to the contract is implemented. The Engineer will notify the Contractor in writing by May 15th, if the contract may be extended. The Engineer must receive a signed response from the Contractor within two calendar weeks of the date of the offer letter. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

If the term of the contract is extended, the date of availability for subsequent year(s) will be **October 1** and the completion date will be **September 30**.

No extensions will be authorized except as authorized by Article 108-10 of the *2018 Standard Specifications*.

### **SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS)**

(4-20-21)(Rev. 4-19-22)

SP1 G72

This contract is a multi-year contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

### **INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES**

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

### **INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES**

In the event the Contractor does not provide services as required during operating hours, unless directed to stop work by the Engineer or as outlined in the "FERRY OPERATOR'S GUIDE - Operational Schedule, ATTACHMENT C", **the Contractor shall be assessed liquidated damages of Fifty dollars (\$50.00) per hour for each hour or portion thereof that the Contractor fails to provide the required service.**

**AWARD OF CONTRACT**

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

All eligible proposals will be evaluated, and acceptance made of the bid judged in the discretion of the contracting agency to determine the lowest responsible bidder for the purpose intended. The Contracting Agency using its discretion, will determine whether a bidder is a “responsible” bidder. In determining whether a bidder is “responsible, the Contracting Agency will evaluate, the bid price, completeness and content of the bid, Bidder’s experience, ability of the Bidder and staff to perform the services required, Bidder’s past performance, references, and Bidder’s financial stability. After opening bids and prior to award, the Contracting Agency may also seek additional information from any or all bidders regarding the bidder’s proposal, qualifications, experience, and ability to perform the required work prior to determining whether a bidder is a “responsible” bidder. No changes in bid price or price negotiations will be allowed after bids are opened and prior to an award. After the Contracting Agencies evaluation, the award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract. If a Bidder is awarded a contract, he/she will be expected to perform the work. Failure to perform may result in the Bidder being held in default of contract. In the event of default, the Department may, in its discretion, contact the next lowest responsible bidder to determine whether that next lowest responsible bidder is willing and able to complete the contract at its bid price.

All awards are final and are not subject to further review. Any formal complaints concerning awards should be made in writing to the Engineer.

**TITLE VI AND NONDISCRIMINATION**

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation’s policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

## (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

## (d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

## (e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and/or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

## (f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:
 

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and



contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. **Applicability**  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. **Eligibility**  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. **Time Limits and Filing Options**  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.
 Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
  4. **Format for Complaints**  
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  5. **Discrimination Complaint Form**  
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
  6. **Complaint Basis**  
Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

<b>TABLE 103-1 COMPLAINT BASIS</b>			
<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person's accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

**(3) Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

**(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - (i) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
  3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**SITE INVESTIGATION AND REPRESENTATION**

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;
- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility of any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor’s negligence to familiarize himself with the contract or project site(s).

**NO MAJOR CONTRACT ITEMS**

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

**NO SPECIALTY ITEMS**

None of the items included in this contract will be specialty items (see Article 108-6 of the *2018 Standard Specifications*).

**SUBSURFACE INFORMATION**

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

**LIABILITY INSURANCE**

(5-16-23)

107

SP1 G05

Revise the *2018 Standard Specifications* as follows:

**Page 1-64, Article 107-15 LIABILITY INSURANCE**, replace the first sentence with the following:

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000 per occurrence and \$5,000,000 general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Contractor.

**INSURANCE**

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker’s compensation and vehicle liability, in the amounts required by law. Refer to Section 107-15 in the “*Standard Specifications for Roads and Structures, 2018*” for additional information.

**LIABILITY INSURANCE**

Revise the *2018 Standard Specifications* as follows:

**Page 1-64, Article 107-15 Liability Insurance**, add the following sentence:

**LONGSHOREMAN RULES DO APPLY REGARDING WORKER’S COMPENSATION.**

**OUTSOURCING OUTSIDE THE USA**

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

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

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

## ROADWAY SPECIAL PROVISIONS

### DESCRIPTION

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

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Contractor shall be required to supply all safety personal protective equipment (PPE) to employees. PPE shall consist of, but not limited to: ear protection, eye protection, safety vest (meeting ANSI/ISEA 107-2004 Class 2 standards), steel-toed shoes, outside working gloves, disposable latex gloves and indoor trash removal tongs. Contractor shall follow all OSHA standards, including using PPE and approved sanitizers, disinfectants, etc.

### TRAFFIC CONTROL

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

### ON-BOARD OPERATIONS

#### **Description**

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

### WORK SCHEDULE AND TRAINING

The ferry under contract is required to be staffed and operated as shown below. The Contractor is required to provide a sufficient number of qualified personnel to accomplish this work. The Department will provide on the job training to the Contractor and Ferry Operators for a maximum of the first seven days at the beginning of the contract.

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

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

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

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

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

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

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

**FERRY OPERATION SCHEDULE**

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

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

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

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

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

When closing the ferry due to high water or other circumstances stated in the contract, the Contractor is responsible for changing all motorist notification signs, including those signs located at the intersection of SR 1175 / US 158 and the intersection of SR 1306 / US 258.

The Contractor must provide a means for access to the ferry site in the event of high water to check conditions as stated in the contract. In the event of major flooding where access to the ferry house is deemed perilous to human life, the Contractor shall cease daily checks and shall notify the Department of such flooding immediately.

**REQUIREMENTS FOR CERTIFICATION OF A FERRY OPERATOR ARE AS FOLLOWS**

- A. Complete reading of the FERRY OPERATOR’S MANUAL (Attachment C).
- B. Demonstrate ability to operate the ferry and express knowledge of the operation to the Engineer.
- C. Initial contractor furnished operators must complete a minimum of 40 hours of instruction by a Department of Transportation ferry operator. Additional training may be required as deemed necessary by the Engineer. Training of subsequent operators will be the responsibility of the contractor.
- D. Complete check-off of the operator by the Engineer on normal and emergency procedures.



- E. Complete Safety and Security training listed in FERRY OPERATOR’S MANUAL. Initial training will be provided by N. C. Department of Transportation. Additional First Aid and Fire Extinguisher Training to be conducted by the Contractor.
- F. Each operator must be certified by the American Red Cross in First Aid and CPR.

**CONTRACTOR’S PERSONNEL**

- A. **General:** During performance of the contract, the Contractor shall provide qualified and trained personnel to satisfy all the requirements of this contract. The required staffing shall not be less than specified. The first priority of on-duty personnel shall be to provide ferry operations; however, other areas of responsibilities must comply with related requirements. The Contractor will be guided by and will act in accordance with conditions of this contract. The Contractor's personnel are to be polite and assist the traveling public with information and aid in such a manner as to reflect favorably on the State and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The Department reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the traveling public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract. The requirements are such that it may become necessary for the Contractor to remove personnel in its employment at this facility for the following reasons:
  - 1. Disrespect to Department of Transportation employees or the traveling public, whether highway or marine, commercial or private, during performance of the contract.
  - 2. Personal conditions (such as being under the influence of intoxicating beverages, drugs, etc.) which may interfere with the performance of the services.
  - 3. Misconduct of any kind.
  - 4. Unsatisfactory job performance.
- B. Under circumstances set out in (1 through 4) above, the Contractor will be responsible for the immediate removal of his employees. When it is necessary to remove personnel, the Contractor will immediately furnish a replacement certified ferry operator to carry out the services to be performed.
- C. Contractor will furnish the Department of Transportation the name and telephone number of a person that could immediately be on the work site in case the regular operator fails to report for work. If the operator fails to report for work and the Department of Transportation supplies an operator, the contractor will not be compensated for the day. Failure to provide an operator on a regular basis will be reason to terminate the contract.
- D. A copy of this contract will be kept in the ferry house at all times.

**STATE FURNISHED PROPERTY**

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

**DEPARTMENT FURNISHED SUPPLIES**

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

**UTILITIES**

The Department shall pay for fuel, electric, water, and sanitary charges at the facility. The Contractor shall provide telephone for use by the ferry operator, at the site, at all times. The telephone number shall be provided to the Department. The cost of the telephone shall be assumed by the contractor and shall be incidental to contractor's bid.

**INCIDENTAL MAINTENANCE INSTRUCTION**

1. **GENERAL**

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

2. **LUBRICATION AND FUEL**

Fueling and lubrication of this ferry will be performed by the Department of Transportation Equipment Unit personnel as detailed in the FERRY OPERATOR'S MANUAL (Attachment C). The lubrication frequency shall be as necessary to maintain proper lubrication of the various machinery components. Fuel will be delivered every other day.

3. **LIGHTING**

The Contractor will be responsible for supplying and replacing any burned out bulbs inside the ferry and the operator's house. Should an outage occur which cannot be corrected by replacing the bulb, the Contractor will substitute emergency lanterns and inform the Engineer.

The contractor will be responsible for inspecting but not replacing the exterior lighting that is higher than ten (10) feet off the ground or adjacent finished floor surface. The contractor shall notify the Engineer immediately upon discovery of a problem.

4. **ORDER AND CLEANLINESS**

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

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

- (g) Trash receptacles are to be emptied as needed to prevent odors and/or over-filling, but not less than twice per week.
- (h) Contractor's personal items shall not be stored on the floor and shall be kept neat and orderly at all times.
- (i) All windows shall be cleaned as often as needed, but not less than once per week. During the month of April, window screens shall be removed and window sills and exterior frame shall be wiped clean. Screens shall be cleaned and put back in place.
- (j) Storage room shall be locked at all times. Only Contractor's personnel and Department personnel shall have access to the storage room. Items in the storage room shall be stored in an orderly fashion and as much as possible shall be kept off the floor. All spare parts, supplies, and equipment shall be kept in their proper storage places and properly cared for.

4) Grounds:

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

### **INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT**

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

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

### **COMPENSATION**

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

The Department agrees to pay the Contractor the line item price per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 6% withheld during the first year of the contract as stated in the Performance Guarantee (Page 1).

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

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

**Monthly Submittal Data** required for processing payment is as follows:

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

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

## STANDARD SPECIAL PROVISIONS

### 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 *2018 Standard Specifications*.

### AUTHORITY OF THE ENGINEER

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

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the contractor. He shall have the authority to alter priorities in order to address the special needs of the Department. His decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fail to carry out promptly.

### BIDS OVER LIMIT

In accordance with GS 136-28.1(b), if the total bid amount of an SBE contract exceeds \$1,000,000, the bid will not be considered for award.

### SAFETY VESTS

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

**NOTE: Failure to wear an OSHA approved reflective vest or outer garment on the project will result in immediate documentation of reduction in compensation of One Hundred Dollars (\$100.00) for each occurrence.**

**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 at <https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx> as Form CCSF under Construction Forms.

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer in writing, with detailed justification, prior to submitting the final invoice payment. Once an invoice is received and accepted that is marked as “Final”, the Contractor shall be barred from recovery.

**DRIVEWAYS AND PRIVATE PROPERTY**

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

**COOPERATION WITH STATE FORCES**

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

**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

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 <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> 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, guava root knot nematode, or other noxious weeds.

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 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.

ATTACHMENT A

**NOTIFICATION OF CONTRACT NON-COMPLIANCE  
FOR PARKER'S FERRY OPERATIONS AND CUSTODIAL MAINTENANCE**

DATE: \_\_\_\_\_ PROPOSAL NUMBER: \_\_\_\_\_

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

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

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

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

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

Number of days in Non-Compliance: \_\_\_\_\_.

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

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

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

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

**Amount of Total Reduction**    \$ \_\_\_\_\_

**NCDOT Inspector Signature** \_\_\_\_\_

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

ATTACHMENT A

**DAILY COMPENSATION REDUCTION SCHEDULE FOR PARKER’S FERRY**

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

A. FERRY BOAT OPERATIONS 20%

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

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

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

C. LAWN MAINTENANCE 5%

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

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

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

**FERRY TRAFFIC REPORT**

MTH/YR: \_\_\_\_\_

FERRY OPERATIONS:      Parker's Ferry      DIV: One      DIST: Two      COUNTY: Hertford

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

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

Average number of total vehicles per day:

Average number of total trailers per day:

Average number of passengers and walkers per day:

July 28, 2023

Proposal No. 54-CA-01-12090695

Attachment C

# FERRY OPERATOR'S MANUAL

APRIL 1995

N. C. DEPARTMENT OF TRANSPORTATION

C.W. Bridgers, P. E.  
Division Engineer  
113 Airport Drive  
Suite 100  
Edenton, North Carolina 27932

# Ferry Operator's Manual

## Table of Contents

Telephone Numbers -----	28
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Operational Schedule -----	30
Safety and Security -----	31
Pre-Operating Checklist -----	32
Maintenance -----	33
Personal Dress and Conduct -----	33

**TELEPHONE NUMBERS**

**Parker’s Ferry**

		<u>Work #</u>	<u>Cell #</u>
Dennis Robertson	Roadside Environmental Engineer, Hertford, NC	252-426-4180	252-340-1936
Chris Stanton	Roadside Engineering Tech	252-426-4180	252-562-2925
Marshall Gill, P.E.	Div. Maint. Engineer	252-209-2732	252-209-6235
Albert Vann	Equip. Unit – Ahoskie	252-209-2710	252-585-1795
Mike Rook	Equip. Unit – Hertford	252-426-5738	252-338-4831
C.W. Bridgers, P. E.	Division Engineer	252-482-7977	252-793-0145

EMERGENCY

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

When the ferry is down for any reason, the operator shall notify Roadside Environmental at 252-426-4180. If the office is closed, the operator is to report to Chris Stanton at the numbers listed above. All breakdowns should also be reported to Gene Pope 252-578-2620.

## OPERATIONAL PROCEDURES

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

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

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

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

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

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



**OPERATIONAL SCHEDULE**

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

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

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

1. During electrical storms.
2. During extremely high water.
3. During extremely low water.
4. When ferry deck is covered with snow or ice.
5. Equipment failure.
6. When notified by the Engineer not to operate.
7. When the Ferry is down for more than three (3) consecutive days for equipment reasons the Contractor will go to the site daily for a minimum of one (1) hour to check signs, facilities, grounds; and verify that the vessel is secure. Daily compensation shall be reduced to one half (1/2) the daily compensation rate.

**SAFETY AND SECURITY**

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

**PRE-OPERATING CHECKLIST**

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

## MAINTENANCE

The ferry operator is to perform the following maintenance items:

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

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

## PERSONAL DRESS AND CONDUCT

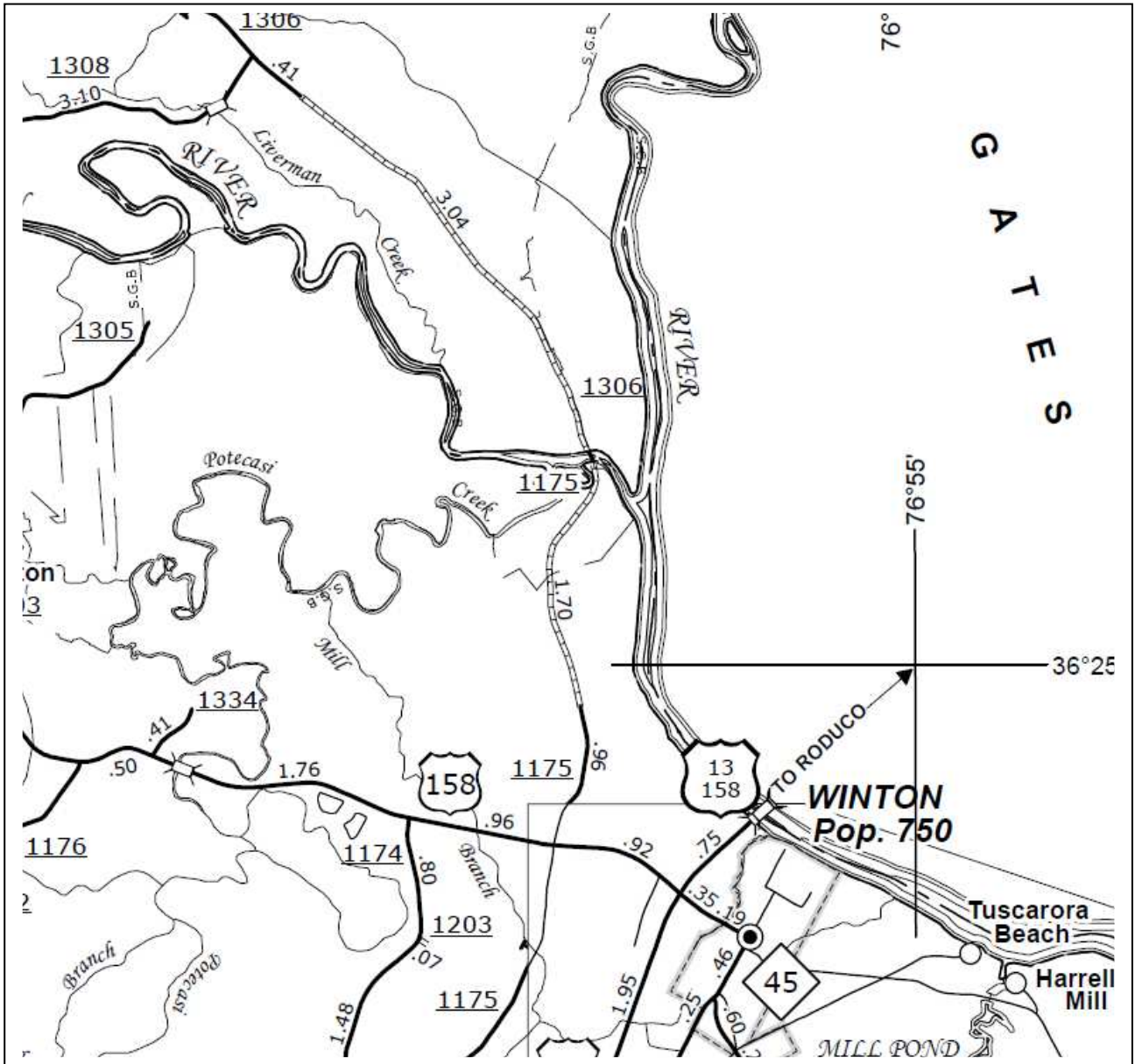
Operator shall be courteous to the traveling public and Department of Transportation personnel.

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

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

Attachment D

Parker's Ferry is located on SR 1175 / SR 1306, Parker's Ferry Road.



North Carolina Department of Transportation  
**Sans Souci Ferry Operation and Custodial Contract**  
**EMPLOYEES MONTHLY WORKLOG**

Month: \_\_\_\_\_ 20\_\_\_\_

Name and ID#	Shift	Date: List Number of Hours Each Operator Worked on Each Shift																																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
Name:	1																																		
ID #	2																																		
Name:	3																																		
ID. #	1																																		
Name:	2																																		
ID. #	3																																		
Name:	1																																		
ID. #	2																																		
Name:	3																																		
ID. #	1																																		
Name:	2																																		
ID. #	3																																		
Supervisor:		On site reviews divided equally among all operators on random days at random times, minimum 1 hour per week. Each site review shall be for no less than 30 minutes.																																	
Name:	1																																		
ID. #	2																																		
	3																																		

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### BID PROPOSALS

As stated under “AWARD OF CONTRACT” above, the Engineer will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Engineer, using his/her discretion, will determine whether a bidder is “responsible” and capable of performing the required work. The Bidder should demonstrate an understanding of the requirements of the contract, and that the requirements have been addressed in his/her bid to the satisfaction of the Engineer. The Bidder should demonstrate that he/she is capable of performing the required work under this contract, to the satisfaction of the Engineer.

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

### PREPARATION AND SUBMISSION OF TRADITIONAL PAPER BIDS

All paper bid submittal documents shall be prepared and submitted in accordance with Article 102-8 of the Standard Specifications and the following listed requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid. At least one (1) original of the Bid Submittal Package and all signed addenda; shall be submitted as the Bidder’s proposal. **For the benefit and convenience of the Department, please submit one (1) additional copy of the Bid Package.** The Department reserves the right, in its sole discretion, to waive any deficiencies or irregularities in the submission of bid documents.

1. The attached Bid Submittal Package (pages 1 through 15) furnished by the Department shall be used. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected.
2. All entries including signatures shall be written in ink or typed.
3. The Bidder shall submit a unit price for each item listed in the Contract Bid Form. The Unit Price 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 (2) decimal places**.
4. An Amount Bid shall be entered in the Contract Bid Form for each item that a Unit Price has been entered. The Amount Bid for each item shall be determined by multiplying each Unit Price by the quantity for that item, and shall be written in figures in the Amount Bid column in the Contract Bid Sheet.
5. The total bid shall be written in figures in the Total Bid for Project section in the Contract Bid Form. The Total Bid for Project shall be determined by adding the Amount 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.
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 Bid Submittal Package shall be placed in a sealed envelope and shall be delivered to and received in the DOT Purchasing Section by **2:00 pm on August 18, 2023** at the address indicated in the table below:

MAILING ADDRESS FOR DELIVER OF BID VIA U.S. POSTAL SERVICE	OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 54-CA-01-12090695 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1510 Mail Service Center Raleigh, NC 27699-1510	BID NUMBER: 54-CA-01-12090695 Attn: Christian Andresen North Carolina Department of Transportation Purchasing Section Address: 1 South Wilmington Street, Room 334B Raleigh, NC 27601

**IMPORTANT NOTE:** All paper bids shall be physically delivered to the office address listed above on or before the bid deadline in order to be considered timely, regardless of method of delivery (including U.S. mail). **This is an absolute requirement.** All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. It is the sole responsibility of the Vendor to have the bid physically in this Office by the specified time and date of opening. The time of delivery will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected. Sealed bids, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or service as described herein.

Note that the U.S. Postal Service does not deliver mail to the specified office address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

All bids shall be submitted in a sealed envelope. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above.

Bids shall be marked on the outside of the sealed envelope with the Vendor’s name, IFB number, and date and time of opening. If Vendor is submitting more than one bid, each bid shall be submitted in a separate sealed envelope and marked accordingly. For delivery purposes, separate sealed bids from a single Vendor may be included in the same outer package. Do not include bids for more than one solicitation in the same package.

Failure to address proposals correctly could result in delayed delivery service.

**OPENING OF BIDS**

**Bids subject to the conditions made a part hereof will be received until 2:00 pm on August 18, 2023 and then publicly opened for furnishing the services as described herein.**

**Opening of bids is to be in the NCDOT Transportation Building Complex located at 1 South Wilmington Street, Raleigh 27601**

**NOTE: Parking at the Transportation Building Complex is limited. Arrive early!**

Issuance of this Proposal does not constitute a commitment on the part of the NCDOT to award or execute a Contract. The Department retains the right, in its sole discretion, at any time to reject any or all bids and to cancel or cancel and reissue a Proposal, before or after receipt and opening of bids in response thereto, or take any other actions it considers in its discretion to be in the best interest of the State.



July 28, 2023

Proposal No. 54-CA-01-12090695

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
BID SUBMITTAL PACKAGE**

Solicitation IFB No. 54-CA-01-12090695

July 28, 2023

SR 1175 / SR 1306 in Hertford County

Ferry Operator and Custodial Maintenance Service at Parker's Ferry

Bidder/Offeror: \_\_\_\_\_

**SMALL BUSINESS CERTIFICATION MANDATORY**

**ATTENTION**

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: \_\_\_\_\_

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public. This page is segregated for ease of redaction pursuant to a valid public records request.

This page will be removed and shredded, or otherwise kept confidential,  
before the procurement file is made available for public inspection.

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

**SMALL BUSINESS ENTERPRISE CONTRACT**

**BID PROPOSAL NO.:** 54-CA-01-12090695

**WBS ELEMENT NOS.:** 1.204627

**COUNTIES:** DIVISION 1 –HERTFORD

**ROUTES:** SR 1175 / SR 1306

**TYPE OF WORK:** FERRY OPERATOR AND CUSTODIAL MAINTENANCE SERVICE FOR THE PARKER’S FERRY LOCATED OVER THE MEHERRIN RIVER

---

**CONTRACTOR CONTACT INFORMATION**

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Name of individual authorized to answer questions concerning the information contained herein:

Name: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Email Address: \_\_\_\_\_

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
CONTRACT BID FORM**

**BID PROPOSAL NO.:** 54-CA-01-12090695

**WBS ELEMENT NOS.:** 1.204627

**COUNTIES:** DIVISION 1 –HERTFORD

**ROUTES:** SR 1175 / SR 1306

**TYPE OF WORK:** FERRY OPERATOR AND CUSTODIAL MAINTENANCE SERVICE FOR THE PARKER’S FERRY LOCATED OVER THE MEHERRIN RIVER

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	FERRY OPERATION	12	MON	\$	\$
<b>TOTAL BID FOR PROJECT: \$</b>						

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

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

Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Initial & Date: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ Federal ID \_\_\_\_\_

CONTRACTORS LICENSE NUMBER \_\_\_\_\_

**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 2018.*

*Reviewed by* \_\_\_\_\_ *(date)* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_ *(date)* \_\_\_\_\_  
*Procurement Specialist III*

**LIST OF MB & WB SUBCONTRACTORS**

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				
<b>Name</b>  Address	MBE  WBE				

\* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

\*\* Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

**\*\* Dollar Volume of MBE Subcontractor** \$ \_\_\_\_\_

**MBE Percentage of Total Contract Bid Price** \_\_\_\_\_ %

**\*\* Dollar Volume of WBE Subcontractor** \$ \_\_\_\_\_

**WBE Percentage of Total Contract Bid Price** \_\_\_\_\_ %

*If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.  
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.*

**LIST OF EQUIPMENT**

LINE ITEM	QTY	DESCRIPTION	YEAR MODEL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

*NOTE: CONTRACTOR MAY USE ADDITIONAL SHEETS AS NECESSARY*

**CONTRACTOR'S WORK EXPERIENCE AND REFERENCES**

**Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to ferry operation and custodial services. These references are to include private commercial firms, governmental agencies (federal, state, county, city, etc.), and any other references related to ferry operation and custodial services which this business or its supervisors, managers, owners or other persons with supervisory responsibility for performance of this contract have had within the last three (3) years, or longer if necessary to attain the required number of references. The references are one factor that will be used by the Engineer to determine whether a bidder is "responsible" and capable or able to perform the work necessary under the contract. ALL REFERENCE CONTACT INFORMATION SHOULD BE CURRENT.**

1. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
2. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_
  
3. Agency or Firm Name: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone(s): \_\_\_\_\_  
Email address: \_\_\_\_\_ Type of Facility: \_\_\_\_\_  
Acres of Grounds Maintenance Performed: \_\_\_\_\_  
Man Hours of Service Provided Per Week: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_ Dates of Contract: \_\_\_\_\_

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**CORPORATION**

The 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 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 his 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 CONTRACTOR**

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

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

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

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

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

**CORPORATE SEAL**

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

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

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

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

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



**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT 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

**EXECUTION OF BID  
NON-COLLUSION, DEBARMENT 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*

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

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

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

\_\_\_\_\_  
Signature of Contractor, Individually

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

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

**EXECUTION OF BID**

**NON-COLLUSION, DEBARMENT 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

### 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.

**BID SUBMITTAL PACKAGE CHECKLIST**

This checklist has been provided to assist you in completing your Bid Submittal Package. Review this list and verify that all necessary items have been completed.

Check Box	Page Number	Description
	1	Cover Sheet.
	2	Contractor’s Information.
	3	Contract Bid Form.
	4	Listing of MBE/WBE Subcontractors. Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number zero.
	5	Listing of Equipment
	6	Contractor’s Work Experience and References, with a minimum of three (3) references included.
	7	Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification, executed.
	15	Bid Submittal Package Checklist
		Addendum, if applicable.
		<b>Submit original and one (1) duplicate copy.</b>
		<b>Mark the original as “Original” and the copy as “Copy”.</b>

**YOU MUST BE CERTIFIED TO BID AS A SBE CONTRACTOR!  
SEE PROJECT SPECIAL PROVISIONS FOR FURTHER INSTRUCTIONS.**

**End of bid submittal package!**