



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

April 24, 2009

**Notice to Prospective Bidders**  
**Small Business Enterprise**  
Contracting Opportunity  
Division One

The North Carolina Department of Transportation is requesting bids for roof repairs and replacement of cedar shakes on the rest area service building, fish house, storage building and picnic shelters at the Kitty Hawk Rest Area located at the intersection of US 158 and NC 12 in Kitty Hawk, NC. Except as otherwise noted in the proposal, the contractor must furnish all labor, equipment and materials.

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.

**SBE PROGRAM INFORMATION**

This is a SBE contract and to qualify for the NCDOT SBE Program a firm must have an annual gross income of \$1,500,000 or less, exclusive of materials. **Only contractors currently certified as a SBE Contractor by the Contractual Services Unit of NCDOT and is listed in the Directory of Transportation Firms at bid opening will be eligible to bid on this project.**

**Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at:**

<http://www.ncdot.org/business/ocs/sbe/>

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.

Invitation to Bid

April 24, 2009

Page 2

## **ON-SITE MEETING**

An on-site meeting with prospective bidders will be held at the Kitty Hawk Rest Area Facility between the hours of 9:00 a.m. to 11:00 a.m. on Tuesday, May 5, 2009 to answer any questions and to review this project with prospective bidders. Attendance is not required in order to be eligible to bid on this project, but bidders are encouraged to make a thorough site visit prior to submitting their bid.

## **BID OPENING**

Sealed bids must be received at N. C. Department of Transportation, Attn: Barry Hobbs, PE, 113 Airport Drive, Suite 100, Edenton, NC 27932, on May 12, 2009 by 2:00 p.m. Bids must be submitted on the official bid form included in the contract proposal and shall display the following statement on the front of the bid envelope:

**“QUOTATION FOR ROOFING REPAIRS AND REPLACEMENT  
OF CEDAR SHAKES AT KITTY HAWK REST AREA TO BE  
OPENED AT 2:00 P.M. ON MAY 12, 2009”**

## **CONTRACT AVAILABILITY INFORMATION**

The availability date for this project will be the date of issuance of the contractor's purchase order. The completion date for this project will be the date that is 35 calendar days after the date of availability.

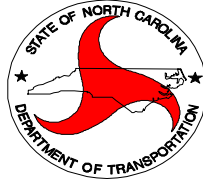
## **OTHER INFORMATION**

To request a hard copy of the contract proposal for this project, please contact Barry Hobbs at the telephone number or email address listed below. The contract proposal may be viewed and downloaded on the Division website at: [www.ncdot.org/doh/operations/division1/](http://www.ncdot.org/doh/operations/division1/).

## **DIVISION CONTACT INFORMATION**

Name: Barry Hobbs, PE  
Title: Division Project Manager  
Phone: 252-482-7977  
Email: [bhobbs@ncdot.gov](mailto:bhobbs@ncdot.gov)

STATE OF NORTH CAROLINA  
**DEPARTMENT OF TRANSPORTATION**



DIVISION ONE  
ROADSIDE ENVIRONMENTAL

**PURCHASE ORDER**  
**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

**PROPOSAL NO.: 10750327**

**WBS ELEMENT: 36059.37**

**COUNTY: Dare**

**DESCRIPTION: Roof Repairs and New Cedar Shakes on the Rest Area Service Building, the Fish House, Storage Building and all Picnic Shelters at Kitty Hawk Rest Area, Kitty Hawk, NC, located at the intersection of US 158 and NC 12.**

**BID OPENING: Tuesday, May 12, 2009, 2:00 PM**

---

NAME OF BIDDER

---

ADDRESS OF BIDDER

**RETURN BIDS TO:**

**N. C. DEPARTMENT OF TRANSPORTATION**  
**Attn: Barry Hobbs, PE**  
**Division Project Manager**  
**113 Airport Drive, Suite 100**  
**Edenton, NC 27932**

# CONTENTS

	<u>Page</u>
<b>Instructions to Bidders</b>	<b>2</b>
<b>Standard Provisions</b>	
General .....	3
Small Business Enterprise Program.....	3
Contract Time and Liquidated Damages .....	3
Equipment Requirements.....	4
Supervision by Contractor .....	4
Liability Insurance .....	4
Safety and Accident Protection .....	5
Subletting of Contract .....	5
Default of Contract .....	5
<b>Special Provisions</b>	
On-Site Meeting.....	6
Public Safety Concern .....	6
Contractor’s Personnel .....	6
Notification of Operations .....	6
Replacement of Cedar Shakes.....	7
Roof Surface Preparation and Repair.....	9
Replacement of Decking on Picnic Shelters.....	10
Maintenance of Facility During Construction.....	10
Work Schedule .....	11
Final Inspection.....	11
Warranties .....	11
<b>Execution of Bid, Non-Collusion Affidavit and Debarment Certification.....</b>	<b>12</b>
<b>Bid Form .....</b>	<b>22</b>

# **INSTRUCTIONS TO BIDDERS**

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

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

1. The bid form furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID FORM FROM THE PROPOSAL!**
2. All entries on the bid form, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. **\*\*\*Unit prices must be limited to TWO decimal places.\*\*\***
4. An amount bid shall be entered on the bid form for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the form.
5. The total amount bid shall be written in figures in the proper place on the bid form. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid or tape such as "White-Out".
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID FORM STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE NCDOT DIV. ONE OFFICE, 113 AIRPORT DRIVE, SUITE 100, EDENTON, NC 27932 LOCATED APPROXIMATELY 5 MILES SOUTHEAST OF EDENTON, JUST OFF NC 94 ON AIRPORT DRIVE IN THE NORTHEASTERN REGIONAL AIRPORT BUILDING, BY 2:00 P.M. ON, TUESDAY, MAY 12, 2009.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**"QUOTATION FOR PROPOSAL NO. 10750327, ROOF REPAIRS AND SHINGLES, KITTY HAWK REST AREA, DARE COUNTY, TO BE OPENED AT 2:00 P.M. ON TUESDAY, MAY 12, 2009."**
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

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

### **AWARD OF CONTRACT**

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-11) of the Standard Specifications for Roads and Structures 2006. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

# **PURCHASE ORDER CONTRACT**

## **Standard Provisions**

### **GENERAL**

This contract is for removal of and replacement of shingles on designated rooftops at the Kitty Hawk, Dare County Rest Area to include the Rest Area Service Building, all Picnic Shelters, the Fish House and the Rest Area Storage/Utility Building. The Aycock-Brown Visitor Center building is not included in this work.

All work and materials shall be in accordance with the provisions of the General Guidelines and the Project Special Provisions of this contract, the North Carolina Department of Transportation *Standard Specifications for Roads and Structures 2006*, the North Carolina Department of Transportation *Roadway Standard 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 for Roads and Structures 2006.

### **SMALL BUSINESS ENTERPRISE PROGRAM**

To be eligible to bid on a project advertised under the Small Business Enterprise (SBE) Program, a business must have an annual gross income of \$1,500,000 or less, excluding materials. Bidders must be certified as an SBE contractor prior to bidding on an SBE project. Certification requirements may be found at: <http://www.ncdot.org/business/ocs/sbe/> SBE contracts are limited to \$500,000.

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

The date of availability for this project will be the date of issuance of the Contractor's purchase order. The completion date for this project is the date that is 35 calendar days after the date of availability. **Liquidated damages for this contract are Fifty Dollars (\$50.00) per calendar day.**

## **EQUIPMENT REQUIREMENTS**

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work as specified in the Project Special Provisions under Description of Work. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public.

## **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer. At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

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

## **LIABILITY INSURANCE**

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$1,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or

umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: “This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent’s acts or omissions arising out of and in the course of operations performed for the additional insured.”

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker’s compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

## **SAFETY AND ACCIDENT PROTECTION**

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

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other structures, and to poles, wires, cables and other overhead structures, and to plantings.

## **SUBLETTING OF CONTRACT**

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

## **DEFAULT OF CONTRACT**

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

# **PURCHASE ORDER CONTRACT**

## **Special Provisions**

### **ON-SITE MEETING**

An on-site meeting with prospective bidders will be held at the Kitty Hawk Rest Area Facility between the hours of 9:00 a.m. to 11:00 a.m. on Tuesday, May 5, 2009 to answer any questions and to review this project with prospective bidders. Attendance is not required in order to be eligible to bid on this project, but bidders are encouraged to make a thorough site visit prior to submitting their bid.

### **PUBLIC SAFETY CONCERN**

Work of this contract will take place while the facility is open to the public. For this reason, the Contractor shall perform all work of this contract in a manner that assures the safe movement of the public throughout the facility and grounds. Contractor shall utilize moveable fencing on the deck areas sufficient to direct visitors into the Rest Room Service Building without walking through the immediate construction area. At no time shall visitors be completely restricted from entering the Rest Room Service Building.

Contractor shall utilize the south entry ramp for delivery of materials and for removal of demolition debris. Contractor may not block this ramp from public use and shall yield to pedestrians on the ramp in all instances. Contractor shall not utilize the north entry ramp for any reason.

### **CONTRACTOR'S PERSONNEL**

While conducting work on this project, Contractor's personnel shall conduct themselves in a manner so as to reflect favorably on the State of North Carolina. The Department reserves the right to require the Contractor to replace any personnel who use profane language, make objectionable jesters or remarks while working on the project. Contractor's personnel shall wear a shirt with sleeves, long pants and shoes, as well as any required personal safety equipment while present at the facility. Such apparel shall not display logos, pictures or slogans, which may be deemed objectionable to others.

### **NOTIFICATION OF OPERATIONS**

The Contractor shall notify the Engineer a minimum of 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for inspection as required. All work shall be subject to inspection by the Engineer at any time. After notification of completion of the work by the Contractor, the Engineer will make an inspection of the completed work within 48 hours. **All work on this project will proceed in a continuous manner once it begins.** The Contractor shall pursue the work diligently with

workmen in sufficient numbers, abilities, and supervision, and with equipment, and materials as may be required to complete the work as described in the contract. The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays or Legal State holidays.

## **REPLACEMENT OF CEDAR SHAKES**

The Contractor shall remove and dispose of old roofing materials, protect the buildings from the weather, and furnish and install new cedar shakes on the Rest Area Service Building, the Fish House, the Storage Building and all Picnic Shelters at the Kitty Hawk Rest Area.

### **SHINGLE REMOVAL**

General: The contractor will remove all of the old roofing material down to the roof sheathing decking, properly dispose of all removed roof material and protect the building from weather.

- Remove existing shingles from all designated rooftops. Remove all underlayment paper.
- All demolition debris, old shingles, felt, and other materials, which are to be replaced, shall be removed from the site and disposed of by the Contractor in accordance with all state, local, and federal laws and regulations. Vehicles will not be permitted on dunes surrounding the building. All debris removal will be channeled over the south ramp. At no time shall the ramp be blocked from visitor use. Any fees associated with debris disposal shall be the responsibility of the Contractor without additional compensation for such work. The old roofing and/or materials shall **not** be disposed of in the dumpster on site or anywhere on-site.
- Care shall be taken to avoid construction debris, discarded shingles, underlayment paper, and any hardware such as nails or staples from reaching the ground. Any debris that reaches the ground shall be picked up immediately and placed in a disposal container.
- The Contractor is responsible for weatherproofing the building from rain, during his operations. The Contractor shall use tarps, plastic or other suitable materials to weatherproof the building. The Contractor shall be responsible for repairing any damages incurred to the building caused by water entering the building as a result of operations.

### **CEDAR SHAKE REPLACEMENT**

General: The Contractor is to verify the size of each roof to be replaced, type of existing shakes, roof condition, etc.

- Flashing: The Contractor will remove existing flashing and replace with new flashing around all vertical and horizontal intersections of exterior finish material. The flashing will be a thickness of 0.024" aluminum. New drip edge of 24 ga. galvanized steel will be installed at all perimeter edges using roofing nails on the horizontal/ top surface 18" on-center.

- All vent pipe boots will be removed and replaced with thermoplastic, "no caulk" collars. Petroleum based caulks shall not be used on the collars of this material. Large areas of flashing shall be approved by the Engineer. All material shall be new.
- Contractor shall apply a 36" wide strip of #30 saturated felt, UL-55A ASTM D226, TYPE I, at the eave line laid directly on the roof deck affixed with 1" large head nails in three rows, 12" on center along the top/bottom. An 18" wide strip of #30 saturated felt, UL-55A ASTM D226, TYPE I, shall be applied over the top portion of the Certi-label shakes and extend onto the sheathing. Bottom edge of felt shall be positioned at a distance above the butt equal to twice the weather exposure.
- The roof shakes for this project will be CERTI-SPLIT® HANDSAWN AND RESAWN SHAKES, #1 Grade, Red Cedar Shakes, Class C, ½" thick medium resawn, 24" in length, random widths with a minimum width of 4", Clear heartwood, and 20% maximum flat grain in each bundle. Roof shakes shall be laid with a weather exposure of 7 ½". Shakes shall be at least doubled at all eaves. Butts of the shakes in the first course on roofs shall project 1 ½" from the edge of roof eaves and approximately 1" at gable and rake edge. Shakes shall be spaced apart not less than 3/8", nor more than 5/8".
- Hip and ridge shakes shall be CERTI-RIDGE® HANDSPLIT SHAKE HIP & RIDGE UNITS, Number 1 Grade, Manufactured from Number 1 Grade Certi-Split® shakes. Lengths 24-inch; thickness ½" medium, widths not less than 9" (measured on the inner surface at the butt end). 20 units per bundle. All Certi-label shake hips and ridges shall be of alternate overlap type applied at the same exposure as field of roof. Contractor shall install a strip of felt, eave protection material or metal over hip or ridge under the ridge or hip cap. If longer or shorter ridge cap is used, adjust exposure accordingly.
- The shake roofing nails will be Stainless Steel, type 316, not less than 1 1/4" in length on roof shake installation and longer for hip and ridge units, sufficient to penetrate all layers of shakes and hip/ridge units and be firmly secured in the underlayment sheathing at least ¾". Nails shall be driven flush but not so that the nail head crushes the wood. They shall be placed approximately ¾" to 1" from the side edges of the shakes and approximately 1 ½" above the butt line of the following course. Staples will not be allowed.
- When moving around HVAC equipment, Contractor shall take care not to disturb or damage HVAC equipment. Should damage occur, the Contractor shall be responsible for restoring damaged equipment, as directed by the Engineer, to its original state without additional compensation for such work. Repair of damaged equipment shall be completed prior to final inspection and approval of the re-roofing work.

## **MEASUREMENT AND PAYMENT**

***Replacement of Cedar Shakes*** will be measured and paid for at the contract unit price per square foot (SF), measured along the surface of the roofs on which new cedar shakes have been satisfactorily placed and accepted. Such price and payment includes, but is not limited to, removal and disposal of old roofing materials, protecting buildings from the weather, and

furnishing and installing new cedar shakes, roofing felt, drip edge, vent pipe boots, nails, miscellaneous hardware and all other materials necessary to furnish a completed product.

## **ROOF SURFACE PREPARATION AND REPAIR**

**General:** Some sheathing/decking under the old shakes, and trim may be damaged/rotten. After the Contractor has removed the old shingles and felt, the Contractor and the Engineer will make an inspection together to determine how much of the existing roof sheathing/decking, trim, if any, must be removed and replaced. The Contractor shall measure all areas designated for replacement and shall provide the Engineer with a written statement of the quantity of linear feet and/or square feet of area to be replaced prior to proceeding with repair work.

**Note:** The quantities listed herein for sheathing/decking removal and replacement and removal and replacement of roof trim (fascia, soffit, etc.) is an estimated quantity in order to establish a Contract unit price for this work. During actual construction, the estimated quantities may be increased, decreased or eliminated based on the needs for each structure. No adjustment is to be made in the unit price for increases and/or decreases.

- **Roof Sheathing/Decking/Trim Repairs** - The Contractor will remove the material back to the nearest rafter, in rectangular shapes to allow for proper bearing of the new sheathing/decking. All damaged/rotten or otherwise defective sheathing/decking, fascia and soffit, is to be removed and replaced with new materials. Replacement materials will be the same as used in original construction or as approved by the Engineer. The Contractor will be responsible for removal and proper disposal all damaged/rotten material and construction debris.

**Note:** The Contractor shall furnish a certification to the Engineer, stating that the old shingles, felt and materials removed for repairs, were disposed of in an approved landfill, showing address of disposal site and date of disposal.

## **MEASUREMENT AND PAYMENT**

**Replacement of Plywood Sheathing** will be measured and paid for at the contract unit price per square foot (SF), on areas where replacement plywood sheathing has been satisfactorily placed and accepted. Such price and payment includes, but is not limited to, removal and disposal of old sheathing, protecting buildings from the weather, and furnishing and installing new plywood sheathing, nails, miscellaneous hardware and all other materials necessary to furnish a completed product.

**Replacement of Fascia Boards** will be measured and paid for at the contract unit price per linear foot (LF) on areas where replacement fascia boards have been satisfactorily placed and accepted. Such price and payment includes, but is not limited to, removal and disposal of old fascia boards and furnishing and installing fascia boards, nails, miscellaneous hardware and all other materials necessary to furnish a completed product.

<b>Pay Items</b>	<b>Pay Unit</b>
Replacement of Fascia Boards – Rest Area Service Bldg.....	LF
Replacement of Fascia Boards – Fish House.....	LF
Replacement of Fascia Boards – Picnic Shelters.....	LF

## **REPLACEMENT OF DECKING ON PICNIC SHELTERS**

The Contractor shall install 2” x 6” tongue and groove decking, **to be furnished by the Department**, on picnic shelters as directed by the Engineer. After the removal of existing roofing materials from the picnic shelters, the Contractor and the Engineer will make an inspection together to determine how much of the decking, if any, must be removed and replaced. The Contractor shall measure all areas designated for replacement and shall provide the Engineer with a written statement of the quantity of decking (in linear feet) to be replaced prior to proceeding with repair work. The Contractor will be responsible for removal and proper disposal all damaged/rotten material and construction debris.

### **MEASUREMENT AND PAYMENT**

*Installation of 2” x 6” Tongue and Groove Decking* will be measured and paid for at the contract unit price per linear foot (LF), on areas where replacement decking has been satisfactorily placed and accepted. Such price and payment includes, but is not limited to, removal and disposal of old decking and installation of new decking, including nails, miscellaneous hardware and all other materials necessary to furnish a completed product. Actual 2’ x 6” tongue and groove decking will be furnished by the Department.

## **MAINTENANCE OF FACILITY DURING CONSTRUCTION**

The Contractor will be responsible for cleaning the site around the building of all excess or scrap materials/construction debris, as a result of his work, at the end of each working day. This work will consist of, but is not limited to, removing **all** old shingles, nails, old boards, felt, and other material removed as a result of the demolition work, and removing **all** paper, rope, pallets, shingle pieces and other material as a result of the new roofing work.

No construction materials, tools, ladders or scaffolding may be left on or around the Rest Area Service building or picnic shelters while work is not in progress. Contractor may store materials beside and behind the Storage/Utility building but shall not block service of the adjacent dumpster by others. Contractor is responsible for securing equipment and materials while on site.

The site shall be left absolutely clean of all nails, paper, and shingle/felt scraps and any other incidental materials resultant from the Contractor’s work prior to final inspection and approval of the re-roofing work.

Entire Construction site shall be cleaned and organized prior to leaving for the weekends.

No additional payment will be made for the maintenance work (cleanup or HVAC equipment replacement, etc.) as outlined herein as this work is considered incidental to installing the new roof.

Contractor's personnel are permitted to use the Rest Area facilities and no portable toilet is required.

## **WORK SCHEDULE**

The Contractor shall coordinate the re-roofing work with NCDOT assigned inspector. The Contractor must schedule all work between 6:00 a.m. and 7:00 p.m. Monday through Thursday and between 6:00 a.m. and 12:00 Noon on Fridays.

**Contractor will not be permitted to conduct any work operations between the hours of 12:00 Noon on Fridays through 6:00 a.m. on Mondays.**

## **FINAL INSPECTION**

Upon completion of this project, the Contractor will call for a pre-final inspection. The Engineer will submit a written "punch list" of any deficiencies found during this inspection to the Contractor. Upon completion of this work, the Contractor will call for a final inspection. Upon acceptance of the project by the Engineer, the Contractor may submit an original invoice along with a certification on or other proof of disposal of roof materials and construction debris in an approved landfill and a copy of all required warranties.

Note: The Contractor, prior to submitting his invoice, shall correct any deficiencies noted during the pre-final and final inspections.

## **WARRANTY**

The contractor shall warrant in full (Written Warranty) the materials and workmanship of the roofing system against leakage and against defects for a period of two (2) years following acceptance of the project by the Engineer.

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(If a corporation uses this sheet)

\_\_\_\_\_  
(Print full name of corporation)

\_\_\_\_\_  
(Address as Prequalified)

Attest \_\_\_\_\_  
(Secretary)      (Assistant Secretary)  
Delete inappropriate title

By \_\_\_\_\_  
(President)      (Vice President)  
(Asst. Vice President)  
Delete inappropriate title

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**CORPORATE SEAL**

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

\_\_\_\_\_  
(Signature of Notary Public)

**NOTARY SEAL:**

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**

(If a joint venture, use this sheet)

Instructions to Bidders: On Line (1), print the name of each contractor. On Line (2), print the name of one of the joint venturers and execute below in the appropriate manner and furnish in the following lines all information required by Article 102-8 of the Specifications. On Line (3), print the name of the other joint venturer and execute below in the appropriate manner and furnish all information required by said article of the Specifications. For correct form of execution and information required for execution of this sheet by an individual, see Signature Sheets 3 and 4; for a corporation, see Signature Sheet 1; and for a partnership, see Signature Sheet 5.

(1) \_\_\_\_\_ and \_\_\_\_\_  
A Joint Venture

(2) \_\_\_\_\_ (Seal)  
(Name of Contractor)

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

and

(3) \_\_\_\_\_ (Seal)  
(Name of Contractor)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness or Attest By \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name Print Signer's Name  
If a corporation, affix corporate seal:

**NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (2) NOTE - AFFIDAVIT MUST BE NOTARIZED For Line (3)**

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

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

\_\_\_\_\_  
(Signature of Notary Public & Seal)

\_\_\_\_\_  
(Signature of Notary Public & Seal)

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

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

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

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

My Commission Expires: \_\_\_\_\_  
Signature Sheet 2 (Bid) - Joint Venture

My Commission Expires \_\_\_\_\_.

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(If an individual doing business under a firm name, use this sheet)

Name of Contractor \_\_\_\_\_ trading  
(Print individual name)

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Print Signer's Name

and doing business as \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
(Address as Prequalified)

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

Signature Sheet 3 (Bid) - INDIVIDUAL WITH FIRM NAME

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

SIGNATURE OF CONTRACTOR

(If an individual doing business in his own name, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness

Signature of Contractor \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

NOTE - AFFIDAVIT MUST BE NOTARIZED

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

NOTARY SEAL

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(If a partnership, use this sheet)

\_\_\_\_\_  
(Print Name of Partnership)

\_\_\_\_\_  
(Address as Prequalified)

\_\_\_\_\_  
Witness By Partner

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Print Signer's Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**EXECUTION OF BID, NONCOLLUSION AFFIDAVIT, AND DEBARMENT CERTIFICATION**

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 this bid, 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 included elsewhere in the proposal form, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF CONTRACTOR**  
(Limited Liability Company, use this sheet)

Name of Contractor \_\_\_\_\_  
(Print firm name)

\_\_\_\_\_  
(Address as Prequalified)

Signature of Manager \_\_\_\_\_  
(Individually)

\_\_\_\_\_  
Print Signer’s Name

**NOTE - AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
(Signature of Notary Public)

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

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

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

**Contract No:**

**County:**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Contract Officer

---

Date

Execution of Contract and Bonds  
Approved as to Form:

---

Attorney General

Signature Sheet 7 (Bid - Acceptance by Department)

## DEBARMENT CERTIFICATION OF BIDDERS

### Instructions & conditions for certification

1. By signing and submitting this proposal, the bidder is providing the certification set out below.
2. The inability of a bidder to provide the certification required below will not necessarily result in denial of participation in this contract. If the certification is not provided, the bidder must submit an explanation (exception) of why it cannot provide the certification set out below. The certification or explanation (exception) will be considered in connection with the Department's determination whether to award the contract. However, failure of the prospective bidder to furnish a certification or an explanation (exception) may be grounds for rejection of the bid.
3. The certification in this provision is a material representation of fact upon which reliance is placed when the Department determines whether or not to award the contract. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this contract for cause of default.
4. The prospective bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 12540. 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.
6. The bidder agrees by submitting this bid that, should the contract be awarded, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract, unless authorized by the Department.
7. The prospective bidder further agrees by submitting this proposal that it 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.

8. The prospective bidder may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if the successful 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 to the Federal Government, the Department may terminate this transaction for cause of default.

**DEBARMENT CERTIFICATION**

The bidder certifies to the best of its knowledge and belief, that it and its 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.

Where the prospective bidder is unable to certify to any of the statements in this certification, it shall attach an explanation to this proposal.

\*\*\*\*\*

IF AN EXPLANATION, AS PROVIDED IN THE ABOVE DEBARMENT CERTIFICATION, HAS BEEN ATTACHED TO THE PROPOSAL, PLEASE CHECK THE BOX SHOWN BELOW:

An explanation has been attached to the proposal.



# North Carolina Department of Transportation Bid Form

**PROPOSAL NO.:** 10750327  
**WBS ELEMENT:** 36059.37  
**COUNTY:** Dare  
**DESCRIPTION:** Roof Repairs and new Shingles on the Rest Area Service Building, the Fish House, Storage Building and all Picnic Shelters at Kitty Hawk Rest Area

Item	Description	Qty.	Unit	Unit Price	Amount Bid
1	Replacement of Cedar Shakes	3,900	SF		
2	Replacement of Plywood Sheathing	160	SF		
3	Replacement of Fascia Board – Rest Area Service Bldg.	300	LF		
4	Replacement of Fascia Board-Fish House	50	LF		
5	Replacement of Fascia Board-Picnic Shelters	300	LF		
6	Installation of 2” x 6” Tongue and Groove Decking	1,500	LF		

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

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

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

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

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**  
*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2006.*

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

*Accepted by:* \_\_\_\_\_ *(date)*