



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

June 2, 2009

Notice to Prospective Bidders
Small Business Enterprise
Contracting Opportunity
Division One District Two

The North Carolina Department of Transportation is requesting bids for ferry operator service at the State Owned Parker's Ferry located on SR1175 / SR1306, over the Meherrin River in Hertford County. 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.

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 June 16, 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 FERRY OPERATOR SERVICE AT THE STATE OWNED
PARKER’S FERRY, LOCATED ON SR1175 / SR1306 IN HERTFORD COUNTY
TO BE OPENED AT 2:00 P.M. ON JUNE 16, 2009”**

CONTRACT AVAILABILITY INFORMATION

The availability date for this project will be July 1, 2009. The completion date for this project is June 30, 2010.

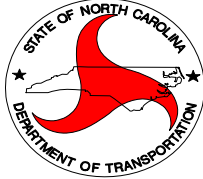
OTHER INFORMATION

To request a hard copy of the contract proposal for this project, please contact Chris Slachta 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/.

DIVISION CONTACT INFORMATION

Name: Chris Slachta
Title: Division Proposals Engineer
Phone: 252-482-7977
Email: cslachta@ncdot.gov

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION ONE DISTRICT TWO

PURCHASE ORDER
CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

PROPOSAL NO.: 10746643

WBS ELEMENT: 1.204627

COUNTY: HERTFORD

DESCRIPTION: FERRY OPERATOR SERVICE AT PARKERS FERRY

BID OPENING: Tuesday, June 16, 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

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INSTRUCTIONS TO BIDDERS

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement 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, JUNE 16, 2009.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
"QUOTATION FOR PROPOSAL NO 10746643 - FERRY OPERATOR SERVICE AT PARKERS FERRY, HERTFORD COUNTY, TO BE OPENED AT 2:00 P.M. ON TUESDAY, JUNE 16, 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 the operation of the State owned Parkers Ferry, located on SR1175 / SR1306 in Hertford County for the schedule listed in this contract. The work includes, but is not limited to, furnishing all labor necessary for the prosecution and completion of all duties required for ferry operations.

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.

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

Payments made on this contract are subject to availability of funds as appropriated by the General Assembly. If the General Assembly fails to appropriate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

TERM OF THE CONTRACT

The Contractor shall submit his bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). The lump sum bid price will be increased for each one-year extension by 3% of the current price based on a one year total. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by December 1 if the contract may be extended. The Contractor must notify the Engineer in writing by December 15 of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

CONTRACT TIME AND LIQUIDATED DAMAGES

The date of availability for this contract will be July 1, 2009. If the term of the contract is extended, the date of availability in succeeding years will be March 1st. **The completion date for this contract will be June 30, 2010 and the last day of June of each additional year if the contract is extended.**

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 "Operational Schedule – Attachment A", **the contractor shall be assessed liquidated damages of Thirty Dollars (\$30.00) per hour for each hour the Contractor is unable to provide the required service.**

ACCEPTANCE AND REJECTION OF BIDS

The right is reserved by the Contracting Agency to accept or reject any and all bids or to waive any informality in bids. In case of error in the extension of prices in the bid, unit prices will govern.

COMPETITIVE BIDS

Pursuant to the provisions of G. S. 143-54 under penalty of perjury, the signer of this bid certifies this bid has not been arrived at collusively nor otherwise in violation of Federal or North Carolina antitrust laws. All bids must be signed by the owner or an officer of the firm.

AWARD OF CONTRACT

All qualified proposals will be evaluated and acceptance made of the bid judged by the contracting agency to constitute the best value offered for the purpose intended. Responsible Bidders will be determined considering the following items: (1) Related Work Experience; (2) Financial Stability; (3) References; and (4) Price. The lowest responsible Bidder will be notified that their bid has been accepted and that they have been awarded the contract. If a Bidder is awarded a contract, he will be expected to perform the work. Withdrawal of a proposal will be allowed only under limited conditions. Failure to perform may result in the Bidder being held in default of contract. The Department will then proceed to the second lowest bidder and charge the low bidder who is in default with the additional cost of obtaining those services.

MINIMUM WAGES

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.

PURCHASE ORDER CONTRACT

Special Provisions

LOCATION

The ferry is located on SR1175 / SR1306 over the Meherrin River, Hertford County, North Carolina as shown on the attached map (Attachment D)

EXTENSION OF CONTRACT

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

SITE INVESTIGATION AND REPRESENTATION

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

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.

INDEMNIFICATION

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

COMPENSATION

The Department of Transportation agrees to pay the Contractor for services performed and described herein upon the receipt and approval by the Engineer of a certified invoice for the monthly period invoiced.

When the Contractor fails to provide any part of the complete service in accordance with the terms of the contract, adjustments shall be made to the monthly compensation on the monthly invoice submitted for payment. Daily or partial reduction shall be made based on dividing the contract by 364 days.

PERFORMANCE GUARANTEE

For the term of the initial agreement and any annual contract extensions, the Contractor agrees to invoice the Contracting Agency (N.C. Department of Transportation) in the amount of six (6) percent less than the amount of their monthly invoices. This amount will be refunded without interest pending satisfactory completion of the work at the end of the initial contract term, or any annual extension agreement. In case of default, this amount will be used to obtain these services from another source.

CANCELLATION

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

AUTHORITY OF THE ENGINEER

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

WORK SCHEDULE AND TRAINING

The ferry under contract is required to be operational as shown on the Operational Schedule, Attachment A. 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 seven days prior to beginning work.

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.

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.

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. The Contractor will be guided by and will act in accordance with conditions of this contract. The requirements are such that it may become necessary for the Contractor to remove personnel in its employment for the following reasons:
 - 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.
- B. Under circumstances set out in (1 through 3) 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 the Ferry Operator's Manual (Attachment C) will be kept on the ferry 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, 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 all supplies required for operation of the ferry including fuel, lubricants, cleaning supplies, etc. 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 if they are existing 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 borne by the contractor and shall be incidental to contractor's bid.

SAFETY AND SECURITY

All regulations in the Ferry Operators Manual shall be followed along with the following provisions.

- A. Pedestrians and vehicle driver(s) are to be prohibited from subjecting themselves to danger while on the ferry.
- B. Only certified personnel are to operate the ferry and will visually assure clearance of all water and highway traffic prior to moving ferry.
- C. Do not permit vehicles of any description, including bicycles to park on roadway approaches between the end of the loading ramp and the warning gate arm at any time.
- D. Should a request be made to the Contractor for crossing on the ferry by a questionable piece of equipment, the Engineer should be informed immediately in order to review and determine allowance.
- E. Emergency telephone numbers will be kept up-to-date and posted near telephones and in the ferry cabin. (See Attachment D for emergency telephone numbers).

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. 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 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 of the operator's house. The contractor should notify the Engineer immediately upon discovery of a problem.

4. ORDER AND CLEANLINESS

The ferry, ferry dock, and operator's house and grounds shall be kept in a state of order and cleanliness at all times.

- A. The ferry dock shall be swept and mopped as often as necessary.
- B. All windows shall be kept clean.
- C. Piers, walkways, platforms, etc., shall be swept or cleaned as required.
- D. All spare parts, supplies, and equipment shall be kept in their proper storage places and properly cared for.
- E. Rags or materials used to clean up fuel or oil spillage shall be disposed of properly.
- F. Litter or trash around the grounds and on the ferry shall be picked up and disposed of properly.

OPERATIONAL PROCEDURES

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.

The following procedures are to be followed for the operation of the ferry:

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

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.

DEFAULT OF CONTRACT

1. **Declaration of Default** - The Department shall have the right to declare a default of the contract for breach by the Contractor of any material term or condition of the contract. Material breach by the Contractor shall include, but specifically shall not be limited to, failure to begin work under the contract within the time specified; failure to provide workmen or equipment adequate to perform the work; unsatisfactory performance of the work; or failure to maintain satisfactory work progress. Default of Contract shall be in accordance with the terms, conditions and procedures of Article 108-9 of the Standard Specifications.
2. **Sanctions** - In the event of a breach of the contract by the Contractor, the Department shall have the right, power and authority, in its sole discretion, without violating the contract or releasing the surety; to perform the work or any part thereof with Department personnel and equipment; to re-let the work upon such terms and conditions as the Department shall deem appropriate; to employ any other methods that it may determine are required for completion of the contract in an acceptable manner; and to withhold any sums due the Contractor under the contract without penalty or interest until the work is completed.
3. **Notice** - Before invoking any of the sanctions provided for herein, the Department, acting through the Engineer, will give the Contractor at least 7 days written notice with a copy to the surety, which will set forth the breach of contract involved and the sanctions to be imposed. The Department, in its discretion, may grant the Contractor time in excess of 7 days within which to comply with the contract terms and the time allowed will be set forth in writing. If the Department determines during such period that the Contractor is not proceeding satisfactorily to compliance, it may impose the sanction after 24 hours notice to the Contractor. If the Department determines that the Contractor is not in compliance at the end of the time allowed, it may immediately impose any of the sanctions set forth herein and will advise the Contractor, in writing, with a copy to the Contractor's surety company, of the sanctions imposed.
4. **Payment** - After declaration of default, the Contractor will be entitled to receive payment for work satisfactorily completed, less any sums that may be due the Department from the Contractor. The Department, at its election, may retain the sum due the Contractor, or any portion thereof, without interest or penalty, until the contract work is completed; or it may make payment to the Contractor upon declaration of default for work satisfactorily completed to the date that notice of default is received by the Contractor. Determination of the method of payment shall be in the sole discretion of the Engineer, and he will advise the Contractor, in writing, of his determination with reference to the specific type of work or service to be performed.

If all costs and expenses incurred by the Department arising out of the breach and imposition of sanctions, together with the total cost to the Department of securing the performance of the work set forth in the contract, exceed the sum that would have been payable under the contract, the Contractor and the Surety shall be liable to the Department for such excess and shall pay such amount to the Department.
5. **Authority of Engineer** - The Engineer will exercise the powers and discretion vested in him by the contract conditions in carrying out the term of this contract. He will have full power and authority to carry out any orders, directives, or resolutions issued by the Department in connection with a declaration of default. In the event that the Department fails to specify the sanctions to be imposed, the notice to be given, or the method of completing the work, the Engineer may, in his discretion, impose such sanctions, give such notice, and select such methods of completing the work, as are authorized by this article, and such actions shall have the same effect and validity as if taken pursuant to an express order, directive, or resolution of the Department.
6. **Bankruptcy** - Without regard to the Notice provisions of Item 3. above, upon the filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act, the Department may, at its option, terminate the contract.

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.

Method of Measurement – The quantity of ferry operation to be paid for will be the actual number of days worked, including adverse weather days.

Basis of Payment – The quantity of ferry operation measured as provided above, will be paid for at the contract lump sum price for “Ferry Operation.”

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

Payments will be made to the Contractor on a monthly basis for work accomplished and accepted upon receipt of an approved invoice.

Monthly compensation will be calculated by the following equation:

$$\frac{\text{(Lump Sum Amount)}}{\text{(# days operated during month of payment)}} \div (364 \text{ days}) \times \text{Amount of compensation}$$

The ferry site shall be manned at all times stated as 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.

RIGHT OF THE CONTRACTOR TO FILE CLAIM

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of his intent to file a claim. Such notice shall be given within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts he deems himself entitled to. The claim shall be submitted to the Engineer with 30 days of the end of the annual contract period.

If the Contractor fails to receive such settlement as he claims to be entitled to, the Contractor may submit a written and verified claim to the State Highway Administrator. The claim shall be submitted within 60 days from the time the Contractor receives notice of findings from the Engineer.

Settlement of the claim shall be governed by G.S. 136-29.

ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ___Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with *Excavation*

Page 8-35, Article 848-2, Item: Replace Concrete with *Concrete*

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add *(C)* before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute *(B)* for II, third line, substitute *(B)(2)* for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word *cycles*.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add *or* just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17(B)**.

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with *paid for*.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

Division 17

- ❑ Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- ❑ Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

END

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 ____.

(Signature of Notary Public & Seal)

of _____ County.
State of _____.

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

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

(Signature of Notary Public & 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 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.

OPERATIONAL SCHEDULE

September 16 – March 15 7:00 A.M. to 5: 00 P.M.

March 16 – September 15 6:30 A.M. to 6:00 P.M.

Note: Actual April Change Date will vary from year to year with change to Daylight Savings Time.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), 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.

Time starts fifteen (15) minutes before and ends fifteen (15) minutes after stated operational hours for the purposes of opening and closing the ferry site.

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

FERRY TRAFFIC REPORT MTH/YR _____

FERRY OPERATIONS: _____ DIV. _____ DIST. _____ COUNTY _____

DAY	CARS				TRUCKS			BUSSES	TOTAL VEHICLES	VEHICLES NOT LOADED	PASSENGERS AND WALKERS
	N.C. LICENSED		OUT-OF-STATE		2 AXLE TRUCKS		TTST				
	SINGLE	PULLING TRAILER	SINGLE	PULLING TRAILER	2 AXLE SINGLE	PULLING TRAILER					
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											
TOTAL											

NOTE 1: TTST IS A LARGE TRACTOR-TRAILER WITH A SEMI-TRAILER

Average number of total vehicles per day: _____
 Average number of passengers and walkers per day: _____

FERRY OPERATOR'S MANUAL

APRIL, 1995

N. C. DEPARTMENT OF TRANSPORTATION

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

Ferry Operator's Manual

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Maintenance -----	35
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TELEPHONE NUMBERS

Parker's Ferry

		<u>Work #</u>	<u>Home #</u>
L. C. McKeel, P. E.	Hertford/Bertie Co. Maint. Engr.	252-332-2765	252-398-4157
Richard Harden	Rd. Maintenance Sup.	252-332-2765	252-794-3895
C. W. Bridgers Jr., P.E.	District Engineer	252-332-4021	252-332-5872
Albert Vann	Equip. Unit – Ahoskie	252-332-3358	252-585-1795
Ricky Feher	Equip. Unit – Hertford	252-426-5738	252-332-3304
J. D. Jennings, P. E.	Division Engineer	252-482-7977	252-793-0145

EMERGENCY

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

When the ferry is down for any reason, the operator shall notify the county maintenance office at (252) 332-2765 . If the office is closed, the operator is to report to Lydia McKeel or Richard Harden at the numbers listed above. All breakdowns should be reported to Albert Vann or Ricky Feher also.

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.

OPERATIONAL PROCEDURES

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 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. Hook safety chain behind vehicle(s).
7. Unhook anchor chain from shore anchor post.
8. Start ferry engine and proceed across river. When destination is reached, stop engine.
9. Hook anchor chain in front of vehicle(s).
10. Remove safety chocks.
11. Raise warning gate arm and signal for vehicle(s) to unload ferry.
12. 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 for any reason (preventive maintenance, repair, high water, etc.) all signs should be up and gates closed.

OPERATIONAL SCHEDULE

September 16 – March 15 7:00 A.M. to 5:00 P.M.

March 16 – September 15 6:30 A.M. to 6:00 P.M.

Note: Actual April Change Date will vary from year to year with change to Daylight Savings Time.

The ferry will be operated on the above schedule, seven (7) days per week, 364 days per year (Ferry Closed Christmas Day), 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.

When the ferry is down because of high water for an extended period of time (over 24 hours), operators will check ferry at least once a day. If in the operators opinion he feels that it should be checked twice, he may do so.

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.

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.

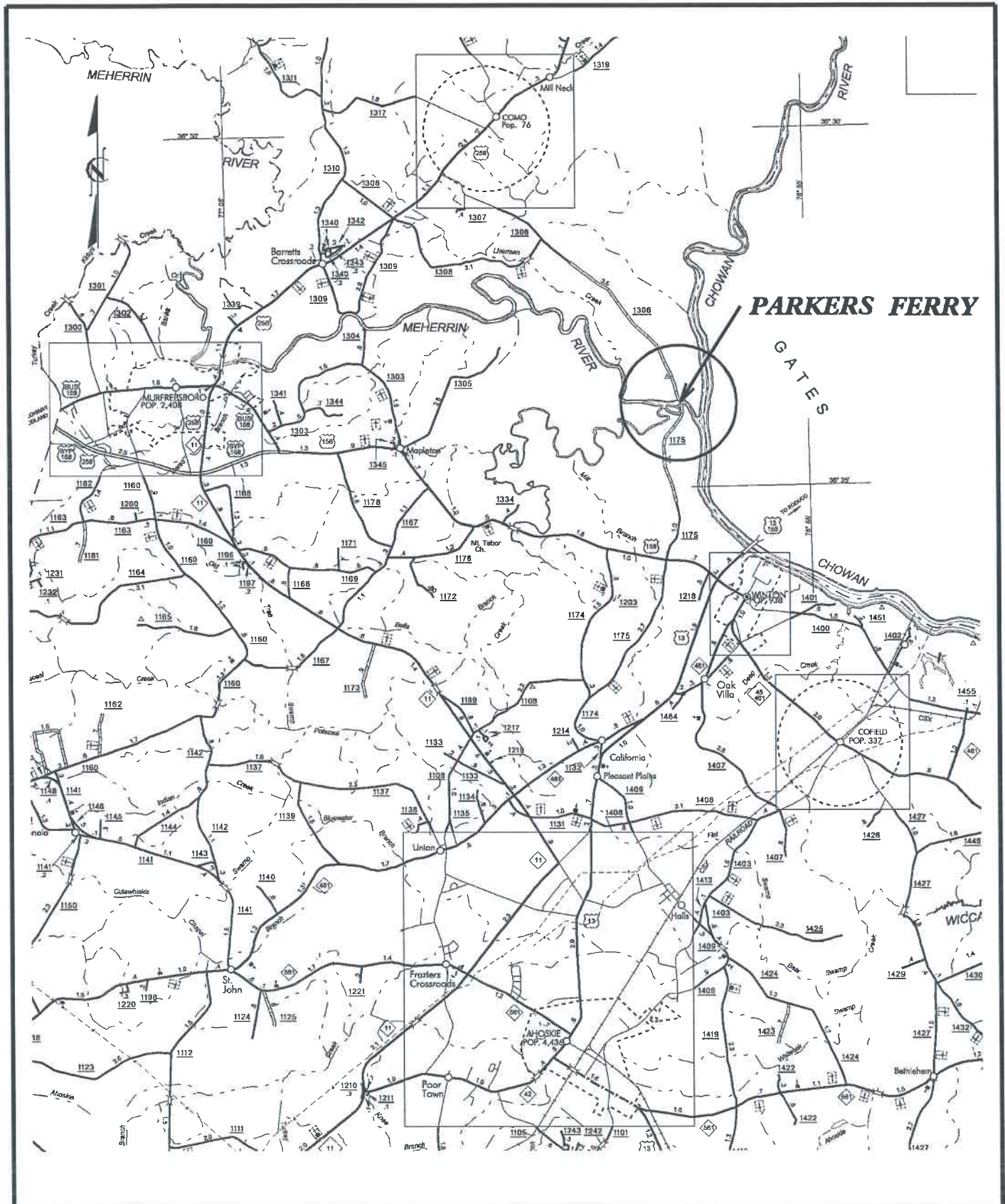
PERSONAL DRESS AND CONDUCT

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

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

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

It is mandatory that the Ferry Operator wear an orange cap that displays the name of the contracting company.



VICINITY MAP

SUPPORTING DOCUMENTATION

(Please Type)

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

B. INTEREST GROUP DEFINITION:

Indicate whether any of the following apply to your firm:

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

Please indicate specific minority group:

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

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

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

C. FINANCIAL STABILITY

Date Business
Established: _____

Please check one of the following:

_____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORAITON

Total Business Income:

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

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

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



North Carolina Department of Transportation Bid Form

PROPOSAL NO.: 10746643
WBS ELEMENT: 1.204627
COUNTY: Hertford
DESCRIPTION: Ferry Operator Service for the Parkers Ferry, located on SR1175 / SR1306 over the Meherrin River, Hertford County

Item	Description	Qty.	Unit	Unit Price	Amount Bid
1	Ferry Operation	1	LS		

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)