

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

FINAL REQUEST FOR PROPOSALS



INCIDENT MANAGEMENT ASSISTANCE PATROL (IMAP) STATEWIDE SPONSORSHIP

April 4, 2023



VOID FOR BIDDING

TECHNICAL PROPOSAL AND REVENUE PROPOSAL SUBMISSION BY: **May 2, 2023 AT 4:00 PM**

DATE AND TIME OF REVENUE PROPOSAL OPENING: **May 11, 2023 AT 2:00 PM**

COUNTIES: Various

ROUTE NOS.: Various

TYPE OF WORK: Sponsorship of the Incident Management Assistance Patrol (IMAP)

**PROPOSAL FORM FOR INCIDENT MANAGEMENT ASSISTANCE PATROL (IMAP)
SPONSORSHIP PROGRAM STATEWIDE IN NORTH CAROLINA**

Date _____ 2023

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

The Proposer herein acknowledges that it has carefully examined the location of the proposed work; has carefully examined the Final Request for Proposals (RFP) and all addenda thereto, specifications, special provisions, the form of contract, and the forms of contract bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Proposer agrees to be bound upon its execution of the Contract and including any subsequent award to them by the Department in accordance with this Contract to provide the necessary contract bond(s) or irrevocable letter(s) of credit and evidence of registration with the North Carolina Secretary of State within fourteen calendar days after the written notice of award is received by them.

If the undersigned Proposer proposes to install signs, then the Proposer further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, and complete all the work necessary in accordance with the requirements of the Department, the Final RFP and addenda thereto, the 2018 *Standard Specifications for Roads and Structures*, and specifications prepared by the Department.

The Proposer acknowledges that project documents furnished by the Department are preliminary and provided solely to assist the Proposer in the development of its Technical Proposal and Revenue Proposal. Unless otherwise noted herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Proposer shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing preliminary information, and of the Proposer in performing the work. The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018*, as well as, all design manuals, policy and procedures manuals, applicable FHWA Orders and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the work included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request for Proposals.

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PURPOSE AND DESCRIPTION

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit written proposals from qualified firms to enter into an exclusive sponsorship agreement with the North Carolina Department of Transportation (Department). The intent is to provide sponsorship of the Incident Management Assistance Patrol (IMAP) safety service patrol whose mission is to support stranded motorists and disabled vehicles, and to assist with incident management on certain facilities statewide. A Proposer can only appear in one response to this Request for Proposals.

North Carolina Session Law 2014-58, Section 13 allows the Department to enter into contracts for sponsorship participation for certain operations.

The Department's IMAP Sponsorship Program acknowledgment opportunities consist of the following options: 1) mobile signage (branding) on the vehicle fleet, 2) fixed signage along the specified corridors. The Proposer may display Sponsor branding on the IMAP vehicles and Sponsor name on signs.

Any Sponsorship Agreement resulting from this solicitation will require the Successful Proposer to provide the Department guaranteed annual sponsorship revenue for the privilege/right of exclusively sponsoring, developing sponsorships and placing acknowledgement materials for the Sponsorship Program. The selected Proposer shall arrange for sponsorship revenue on selected routes of North Carolina highways, independently secure revenue to share with the Department, generally in exchange for acknowledgement panels erected on the sponsored highway routes, and embellishment of the IMAP vehicles with branding insignia. The Successful Proposer shall pay the guaranteed sponsorship revenue to the Department in accordance with the Sponsorship Amount Special Provision.

With the exception of the maintenance of all sponsorship signs, vehicle painting and sponsor insignia, supplied by the Successful Proposer, all highway maintenance and IMAP operations activities will continue to be the responsibility of the Department.

PROGRAM DESCRIPTION

The North Carolina Department of Transportation IMAP Sponsorship Program offers opportunities to enhance North Carolina's roadways by sponsoring IMAP operations in return for vehicle and signage acknowledgements.

The Successful Proposer will compensate the Department for the opportunities provided. The Proposer may enter into agreements with private Sponsors to generate the revenue payable to the Department in exchange for acknowledgement signs erected on the sponsored highway routes, as well as through the branding on the patrol vehicles and other promotional materials. The Department shall have no legal responsibility for agreements or contracts made between a Sponsor and any entities contracted by them to perform work under this Sponsorship Agreement.

Current IMAP operations are reflected in Exhibit A of this document, including specific lengths patrolled on various highways, number of vehicles assigned during shifts, annual average daily traffic per route, where known and a history of incidents responded to per annum.

DEFINITIONS

Acknowledgement Signs are signs that are intended only to inform the traveling public that a highway-related service, product or monetary contribution has been sponsored by a person, firm or entity. Acknowledgement signs are installed only as independent sign assemblies.

Department is the North Carolina Department of Transportation (NCDOT).

Division Engineer refers to the chief administrative officer in charge of a Highway Division of the Department. With respect to the Sponsorship Program, the name includes any person designated by the Division Engineer to act for the Department pursuant to this contract.

Division refers to one of the 14 Department highway geographic Divisions having the responsibility of administering the transportation operations and maintenance in their area.

IMAP Program means the operation of safety service patrol vehicles whose primary purpose is to keep the motoring public moving by quickly clearing incidents from the highway, protecting other first responders and the traveling public by establishing the proper emergency traffic control to guide motorists around crash scenes, and assisting stranded motorists.

IMAP Program Manager is a Department employee who has been designated as the point of contact for the Successful Proposer. The IMAP Program Manager will be responsible for overall administration of the IMAP Sponsorship Program, including coordination of all technical facets of the contract with the Successful Proposer.

Logo is a distinctive emblem or trademark that identifies a commercial business and/or the product or service offered by the business.

Sponsor means a person, firm or entity which has been approved by the Department for the sponsorship program.

Sponsorship Agreement is the contract between the Department and the Successful Proposer to provide for sponsor acknowledgement opportunities in exchange for payments of the Sponsorship Amount to the Department. The Sponsorship Agreement is comprised of the Revenue Proposal (Final Request for Proposals, and all addenda thereto, properly executed by the Successful Proposer and the Department), contract bonds as required in this Request for Proposals, and any supplemental agreements to this Sponsorship Agreement. Any documents referenced in this Request for Proposals are hereby incorporated and made a part of this Sponsorship Agreement.

Sponsorship Amount is the dollar amount of guaranteed revenue to be paid to the Department as identified as "TOTAL AMOUNT OF GUARANTEED REVENUE FOR TWO (2) YEARS

\$” on the Successful Proposer’s Revenue Proposal Sheet contained in this Sponsorship Agreement.

Sponsorship Program is the program administered by the Department that allows a person, a firm, or an entity to sponsor an element of the Department’s highway operation through the provision of highway-related services, products and any voluntary or monetary contributions.

Successful Proposer is the Proposer selected pursuant to the selection process outlined in this Request for Proposals. The Proposer shall be responsible to arrange for sponsorship revenue for the specified highway routes.

SUCCESSFUL PROPOSER GENERAL OBLIGATIONS

The Successful Proposer will work as an independent contractor for the Sponsor. Neither the successful Proposer nor the Sponsor shall be an employee of the Department. The Department will not prescribe the terms and conditions of contracts between a Sponsor and the Successful Proposer except that such terms and conditions may not be contradictory to this Sponsorship Agreement. The Department will not establish the fee schedule to be paid by the Sponsor to the Successful Proposer nor guarantee that such fees are paid by the Sponsor to the Successful Proposer. Nothing in this Request for Proposals shall be construed to exclude the possibility of the Successful Proposer serving as the direct Sponsor.

All work by the Successful Proposer shall be performed in a manner satisfactory to the Department and in accordance with the established customs, practices, and procedures of the Department, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b).

This contract may require the Successful Proposer to perform, or contract entities to perform, various work along the designated routes. The Successful Proposer’s responsibilities include, but are not limited to:

- Coordinating with the Department, and performing obligations in accordance with the Department guidelines and contract requirements.
- If the Proposer elects to install signage, supplying all labor, equipment and capital resources necessary to meet the sign installation obligations of the contract. Ensuring that all subcontractors are provided, or provide, all obligations of this contract regarding work zone safety, vehicles wrapping, insurance, and worksite cleanup in accordance with this Request for Proposals and all local ordinances, and state and federal laws and regulations.
- Provide for the maintenance and replacement of damaged or missing acknowledgment signs and vehicle sponsor insignia.
- Ensuring that personnel are equipped with personal safety equipment in accordance with applicable local, state and federal laws.

Work performed under this contract shall be in accordance with the FHWA Order 5160.1A (Exhibit E), NCDOT Sponsorship Policy and Procedures (Exhibit F), and the 2018 *Standard Specifications for Roads and Structures* unless otherwise stipulated in this Request for Proposals. As this contract is at no cost to the Department, any reference to payments to the Successful Proposer by the Department in the 2018 *Standard Specifications for Roads and Structures* are not applicable to this contract.

DEPARTMENT OBLIGATIONS

The Department's role in the IMAP Sponsorship Program lies in management of the IMAP operations and maintenance program.

The Department also supports the Sponsorship Program by providing the following field and administrative services:

- Verifying that the Successful Proposer is performing at acceptable levels and operating in a safe manner.
- Verifying that the Successful Proposer is entering into agreements/contracts with a Sponsor that meet the criteria established in the Proposer's Sponsor Screening protocol.
- Conducting periodic sign inspections.
- Coordination with the Successful Proposer in the future as the program evolves.
- Installing acknowledgment signs under a cost reimbursement arrangement if so elected by the Successful Proposer.
- Providing the Selected Proposer with quarterly reports detailing patrol activities, such as total incidents and the type of incidents to which the patrol responded, to the extent that such reports are available.

DEPARTMENT RESERVATIONS

The Department reserves the right, at its sole discretion, to either proceed no further with this procurement process, or to re-advertise in another public solicitation.

The Department reserves the right to accept or reject any and all responses and / or discontinue the selection process at any time prior to contract execution.

The Department assumes no liability for, and will not reimburse, costs incurred by Proposers (whether selected or not) in developing responses to this Request for Proposals.

The Department reserves the right to request or obtain additional information about any and all responses to the Request for Proposals. The Department may also issue addenda to the Final Request for Proposals which will be posted to the website noted herein.

The Department reserves the right to add, delete, or modify the location, patrol limits or patrol hours of operation of the IMAP Program operations conveyed in Exhibit A at any time.

The Department reserves the right to re-commission vehicles in case of an emergency and for vehicle maintenance. In addition, any vehicle assigned to a given route may be utilized for other routes as deemed necessary by the Department.

The Department does not make any representation or guarantee that any given portion of the 82 vehicles offered for branding will be operational at any given time.

The Department anticipates incremental increases to the IMAP vehicle Fleet over the next several years. Each time the fleet expands by more than 10% over the current level, the Successful Proposer agrees to negotiate with the Department to make an adjustment to the sponsorship level that coincides with the fleet expansion.

COMPREHENSIVE AGREEMENT

At times, the Department may enter into a contractual agreement with other entities and delegate them Quick Clearance responsibilities and authority as allowed by N.C.G.S. 20-161(f). In these limited circumstances and upon completion of required training, the Department will recognize the entities as IMAP and will extend blanket concurrence for trained personnel to self-initiate Quick Clearance procedures for minor incidents, such as abandoned or disabled vehicles and minor crashes that occur on the paved or main travelled portion of the identified state highway system. Additionally, the Department will authorize trained personnel of said entities to properly mark the location of vehicles, assist in traffic control and/or relocate to vehicles to a non-hazardous location without additional concurrence for Quick Clearance from State Highway Patrol (SHP) or the Department.

To further expand the partnership and enhance quick clearance efforts, the Department may enter into a business partnership that allows said entities to enter into a sponsorship agreement with the Successful Proposer. The sponsorship between the Successful Proposer and said entities is separate and apart from any sponsorship the department has directly with Successful Proposer. An agreement shall be drafted between said entities and the Department directing 50% of any gross proceeds of any sponsorship between the Successful Proposer and said entities to the Department in the form of direct payment from Successful Proposer to the department and the remaining goes to said entities. At the sole discretion of the Department, DOT may cancel or reconsider the terms of this agreement at any time.

INSTRUCTIONS TO PROPOSERS

PROCUREMENT TIMELINE

A timeline for this procurement will be maintained on the following website:

https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=IMAP%20Sponsorship%202023

Each Proposer is encouraged to monitor this website for modifications to the timeline, including the due date for responses to the Final Request for Proposals. At this time, all Proposals are due no later than 4:00 p.m. on **May 2, 2023**.

OPTIONAL QUESTION AND ANSWER MEETINGS

Due to the unique nature of the work involved in this contract, all prospective Proposers are encouraged, but not required, to attend individual question-and-answer meetings with the Department to address project specifics and address questions related to this procurement and this Request for Proposals. These meetings will be held on **March 16, 2023** via Microsoft Teams. Each Proposer has an opportunity to select a one-hour time slot between 9:00 am and 4:00 pm EST for such a meeting. The Department will attempt to provide other days and times as may be required to accommodate an individual Proposer. Such request for an exception to the March 16, 2023, date may also be requested through the email address noted below. To request a time slot, please send an email to designbuild@ncdot.gov no later than 4:00 pm EST on **March 10, 2023**.

QUESTIONS RELATED TO THIS PROCUREMENT

To ensure that information is distributed equitably to all Proposers, all questions and requests for information shall be directed to the State Contract Officer through the Design-Build e-mail address (designbuild@ncdot.gov). Proposers shall be responsible for reviewing the RFP and any addenda issued by the Department prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, of any provision which the Proposer fails to understand. This process precludes any Proposer, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning this procurement.

The State will not be bound by oral explanations or instructions given at any time during the proposal process or after award. Only information that is received in response to this Request for Proposals (RFP) will be evaluated; reference to information previously submitted will not suffice as a response to this solicitation.

Questions regarding the content of this RFP will be addressed by revising this Industry Draft Request for Proposals to create a Final RFP, and further addenda to the Final Request for Proposals as may be necessary, all of which will be posted to the website above.

PREQUALIFICATION REQUIREMENTS

Prequalification is not required in order to submit a response to this Request for Proposals; however, all entities or subcontractors performing physical work on the highway or those firms preparing traffic control plans shall be prequalified prior to performing the work in accordance with Article 102-2 of the 2018 *Standard Specifications for Roads and Structures*.

REGISTRATION TO CONDUCT BUSINESS IN NORTH CAROLINA

Proposers shall be properly registered and licensed to conduct business in the State of North Carolina with the Office of the Secretary of State. The Successful Proposer shall submit evidence of such registration no later than the deadline for submitting contract bonds/irrevocable letters of credit. It is the responsibility of the Proposer to verify the registration of any corporate subsidiary or subcontractor.

SUBMITTAL OF PROPOSAL DOCUMENTS

The Proposer's Proposal documents shall comply with the following requirements in order for the Proposal documents to be responsive and considered for award.

The Proposer shall deliver the Proposal documents to the place indicated, and prior to the time indicated in the Final Request for Proposals. The Proposal consists of two separate, sealed envelopes or containers: (1) a Technical Proposal in response to the Final Request for Proposals (and all associated addenda thereto); and (2) a Revenue Proposal.

The Revenue Proposal shall be this hard copy of the Final Request for Proposals, including all addenda thereto, as provided by the Department, with the Revenue Proposal Sheet completed, and the document properly executed by the Proposer.

The Revenue Proposal Sheet shall be completed to include the name of the Proposer, the annual payment to be made to the Department for each year of the Sponsorship Agreement term (“Year ___ Guaranteed Revenue to NCDOT for IMAP Sponsorship \$”) and the sum of the two annual payments (“TOTAL AMOUNT OF GUARANTEED REVENUE FOR TWO (2) YEARS \$”). The annual payment amount for any one year shall not be less than 40% of the sum of the two annual payments.

The Revenue Proposal shall be signed by an authorized employee of the Proposer on the appropriate “Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification” and “Revenue Proposal” sheets contained at the back of the Final Request for Proposals and executed in accordance with Articles 102-8(A)(8) and 102-9 of the 2018 *Standard Specifications for Roads and Structures*.

The bound Final Request for Proposals, including all addenda thereto, provided by the Department shall be used and shall not be taken apart or altered. To request a formal copy of the Final Request for Proposals that is needed to submit as the Revenue Proposal, send an email request to:

rfq_package_request@ncdot.gov

The submittal of a Final Request for Proposals that has been downloaded from the website is not sufficient for submitting a Proposal.

The Technical Proposal shall address all the requirements as specified in the Final Request for Proposals, and all addenda thereto.

Proposal documents that do not adhere to all the requirements noted herein may be considered non-responsive and may result in the Department not considering the Proposer for award of the contract.

Proposal documents shall be submitted to the office of the State Contract Officer:

Mr. Ron E. Davenport, PE
Contract Standards and Development
1020 Birch Ridge Drive
Century Center Complex - Building B
Raleigh, NC 27610

No Proposals will be accepted after the time specified.

Proposals shall be submitted in separate, sealed parcels. Proposals shall be delivered to Door B3 of the Century Center Complex—Building B. The courier shall call either Ms. Marsha Sample at (919) 707-6915 or Mr. Ken Kennedy, PE at (919) 707-6919 to accept delivery at Door B3.

EXECUTED REVENUE PROPOSAL

The Proposer shall submit the Revenue Proposal by completing the applicable signature sheet and the Revenue Proposal Sheet in the hard copy of this Final Request for Proposals, including all addenda thereto, as provided by the Department.

The Revenue Proposal shall be submitted by returning the Final Request for Proposals (including all addenda thereto) with the appropriate “Execution of Bid, Non-Collusion Affidavit, Debarment Certification, and Gift Ban Certification,” signature and “Revenue Proposal” sheets completed, and all required signatures. Failure to execute the required documents may render the Proposal non-responsive.

The Proposer shall certify to the best of its knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the “Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification” signature sheets in this RFP. Execution of the signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer’s certification of "status" under penalty of perjury under the laws of the United States.

The Revenue Proposal shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Revenue Proposal
Submitted By: (Proposer's Name)
IMAP Sponsorship Program

TECHNICAL PROPOSALS

Technical Proposals in response to the Final Request for Proposals (and all addenda thereto) shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal
Submitted By: (Proposer's Name)
IMAP Sponsorship Program

An electronic copy of the Technical Proposal, on a thumb drive, shall be submitted in a sealed package. The electronic copy shall be created by converting all files into a PDF format. The electronic copy shall be scaled to reproduce to the appropriate page format. The Technical Proposal shall be on 8 ½ x 11 inch pages, except the organizational chart, graphs and project schedules may be on 11" x 17", printed on one side. The Technical Proposal shall not exceed 15 pages in length, including any and all voluntary exhibits. Throughout the entire Technical Proposal, no specific font size or line spacing is required. However, all aspects of the Technical Proposal, including but not limited to the narrative, tables, charts and graphics, should be clearly legible.

If dividers are used and contain specific project information they will be counted as pages.

Submissions exceeding the page limitations outlined above may be rejected and the Proposer will be notified in writing of the reason(s) for the rejection.

The Proposer's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to demonstrate the abilities and concepts of the Proposer as relates to the requirements cited in the Successful Proposer Selection section of the Final Request for Proposals and any addenda thereto.

The Technical Proposal sealed envelope/container shall include a signed cover letter, not to exceed two pages in length, and shall be addressed to Mr. Ron Davenport. The cover letter should include an expression of the Proposer's interest in being selected for the contract, a statement confirming the commitment to the extent necessary to meet the requirements of this Request for Proposals, and a summary of key points regarding the Proposer's qualifications. The cover letter shall also include the name, phone number, and email address of both a primary and secondary contact person for the Proposer. The cover letter is not counted toward the 15-page page limitation.

SUCCESSFUL PROPOSER DETERMINATION

GENERAL

A Technical Review Committee (TRC) composed of five senior personnel from pertinent groups within the Department will determine if each Technical Proposal meets or exceeds the minimum requirements on the basis of the Pass/Fail Criteria outlined in the Final Request for Proposals, and any addenda thereto.

Upon receipt of each Technical Proposal, the Department shall review each Technical Proposal for its responsiveness to the Request for Proposals. Reasons such as, but not limited to, the following may be sufficient cause for a Technical Proposal to be deemed non-responsive.

- a. Evidence of collusion among Proposers.
- b. Evidence that the Proposer's financial condition or stability is unsatisfactory to accomplish the services described in this RFP.
- c. The TRC determines that a Technical Proposal does not contain information sufficient to achieve a "Pass" evaluation for any one or more of the four Pass/Fail Criteria identified herein.

In the event that a Technical Proposal is initially deemed non-responsive, the Department reserves the right to (1) request clarifications or supplemental information from the Proposer or (2) deem the Technical Proposal non-responsive without such request. The contents of the written response to any request for clarifications or supplemental information may affect the TRC's determination of the Technical Proposal's responsiveness. A written response to a request for clarification or supplemental information shall be provided to the Department prior to the date of the opening of the Revenue Proposals. If the Department finds the Technical Proposal non-responsive, the State Contract Officer shall return, unopened, the package containing the Revenue Proposal to the Proposer.

The TRC will submit a list of Proposers who have provided a responsive Technical Proposal to the State Contract Officer.

TECHNICAL PROPOSAL PASS/FAIL CRITERIA

Technical Proposals shall document the Proposer's qualifications and experience, understanding of the program, marketing initiatives, and safety program.

The Technical Proposal will be reviewed in each of the following categories:

1. Proposer Qualification / Program Experience

- Identify the legal structure of the Proposer and / or consortium of firms.
- Describe the Proposer's experience in similar sponsorship programs, both in specific regard to IMAP or other such safety patrols, and generally in regard to any other transportation related sponsorship programs.

- If the Proposer is serving as the direct Sponsor, describe the Sponsor's experience in similar sponsorship programs, both in regard to IMAP or other such safety patrols, and generally in regard to any other transportation related sponsorship programs.
- Generally describe the actual revenues received by the Departments of Transportation, or other such owners, for the above programs as compared to the revenues projected by the Proposers for those other programs.
- Identify similar contracts or arrangements in which the Proposer has participated that ended in a termination of the contract or agreement and describe the circumstances under which the contract or arrangement was terminated.

2. Program Understanding

- Discuss generally the tasks involved in this contract. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely that the Proposer understands the technical and institutional elements which the Proposer must address.
- Describe the sponsor screening protocol that will be used to screen potential sponsors.
- Describe the Proposer's concept of IMAP Sponsorship program management.
- Describe the manner of implementation of the proposed IMAP Sponsorship program, sequence and relationships of the major steps.

3. Marketing Initiatives

- Describe whether or not the Proposer has successfully marketed sponsorship services for transportation related programs or services. For each relevant experience, provide a contact name and phone number for the entity for which the services were performed. Describe the nature of work performed by the Proposer on these engagements.

4. Safety Program

- Describe how sponsor insignia can be installed or arranged on IMAP vehicles to maintain or improve the overall safety of motorists, specifically by maintaining a consistency of the traveler's ability to quickly identify IMAP vehicles through easily recognizable features.

DETERMINATION OF SUCCESSFUL PROPOSER

At the time and date specified on the website provided elsewhere in the Final Request for Proposals, the State Contract Officer will open the Revenue Proposals from those Proposers that provided a responsive Technical Proposal.

The Proposer with the highest revenue amount, shown as the "TOTAL AMOUNT OF GUARANTEED REVENUE FOR TWO (2) YEARS \$" on the Revenue Proposal Sheet will be recommended for award of a contract subject to the Department reservations outlined herein.

In the event that a Proposer awarded this Sponsorship Agreement fails to provide the requisite contract bond(s) or irrevocable letter(s) of credit or evidence of registration with the Secretary of State, the NCDOT reserves the right to award the Sponsorship Agreement to the Proposer with the next highest revenue amount.

AWARD OF CONTRACT

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

CONTRACT BONDS/IRREVOCABLE LETTERS OF CREDIT

The Successful Proposer is responsible for removing all sponsor insignia from all vehicles and for returning the vehicles to their previous condition at the conclusion of the Sponsorship Agreement term. The Successful Proposer shall supply a performance bond to insure that this work can be performed in the event that the Successful Proposer fails to remove all sponsor insignia from all vehicles and return the vehicles to their previous condition. At the option of the Successful Proposer, an irrevocable letter of credit in the amount of the performance bond may be provided to the Department in lieu of the performance bond.

The Proposer is given the option in the Special Provisions for installing the static signs along the roadway routes, either through the Department, or through the Successful Proposer, utilizing a qualified vendor to perform the sign installation work. In the event the Successful Proposer chooses to maintain their option to arrange for the installation of the signs through private vendors, a payment bond shall be required. At the option of the Successful Proposer, an irrevocable letter of credit in the amount of the payment bond may be submitted to the Department in lieu of the payment bond.

Article 103-7 of the 2018 *Standard Specifications for Roads and Structures* is therefore replaced in its entirety with the following:

The Successful Proposer, within 14 calendar days after the notice of award is received by the Successful Proposer, shall provide the Department with (1) a performance bond or an irrevocable letter of credit in an amount equal to Thirty-Five Thousand Dollars (\$35,000.00) and (2) if the Successful Proposer chooses to maintain their option to arrange for the installation of the signs through private vendors at any time during the term of the Sponsorship Agreement, a payment bond or an irrevocable letter of credit in an amount equal to Ten Thousand Dollars (\$10,000.00).

The performance and payment bonds shall be in conformance with G.S. 44A-33. The corporate surety furnishing the bonds shall be authorized to do business in the State.

SPECIAL PROVISIONS

CONTRACT PERIOD

The Date of Availability of this Sponsorship Agreement is **July 11, 2023**. The term of the Sponsorship Agreement will be two (2) years from the Date of Availability. The Department retains the option to extend this Sponsorship Agreement **up to four times** with each extension being **one year** in duration if mutually agreeable with the Successful Proposer.

The Contract Officer or IMAP Program Manager will notify the Successful Proposer in writing no later than three months prior to the end of the Sponsorship Agreement term as to whether the Department wishes to extend the Sponsorship Agreement. The Successful Proposer shall reply in writing within two (2) weeks of receipt of this notice as to whether the Successful Proposer consents to an extension of this contract. Failure on the part of the Successful Proposer to reply will be considered as a rejection of the extension.

IMAP PROGRAM MANAGER

The State Traffic Systems Operations Engineer will serve as the IMAP Program Manager and be the main point of contact for the Proposer. The IMAP Program Manager will be responsible for overall administration of the IMAP Sponsorship Program, including signs, vehicle branding, and review of the comment cards or other promotional materials proposed by the Proposer. The IMAP Program Manager will be responsible for continuous oversight and review of this program, and take appropriate action to address issues which arise during the Sponsorship Program lifespan.

SPONSORSHIP AMOUNT

The Successful Proposer shall make an annual payment no later than June 30th of each year of the term. The guaranteed annual payments shall be in the amounts specified on the Revenue Proposal Sheet.

In the event that the Successful Proposer and the Department mutually agree to extend the term of the Sponsorship Agreement, the parties shall also mutually agree upon an **increase to the guaranteed annual revenue payments to the Department during the extended term.**

SOLICITATION OF SPONSORS

Individuals, businesses, corporations, or other organizations may be sponsors in this program. The Department may reject sponsorship requests or seek the rescission of a sponsorship if it is determined that a sponsorship would jeopardize the IMAP Sponsorship Program, would be counterproductive to the program's purpose, or would create a safety hazard for Department employees or the public. Additionally, the Department may reject a sponsor that does not meet the requirements of the Successful Proposer's sponsor screening protocol as submitted and accepted by the Department.

The responsibility of marketing for private sponsorship rests solely upon the Successful Proposer. The Successful Proposer shall be responsible for screening potential Sponsors for suitability before forwarding to the IMAP Program Manager. Such screening of sponsors shall be in conformance with the sponsor screening protocol submitted and accepted by the IMAP Program Manager or their designee prior to the selection of any sponsor.

The Successful Proposer may have up to three concurrent Sponsors if reasonably delineated geographically across North Carolina. Branding components such as vehicle markings shall be consistent for each Sponsor. No more than one Sponsor may be represented on a given vehicle.

HIGHWAY ROUTES AVAILABLE

Current IMAP operations are reflected in Exhibit A of this document, including specific lengths patrolled on various highways, number of vehicles assigned during shifts, annual average daily traffic per route, where available, and a history of incidents responded to per annum. The Department reserves the right to add, delete, or modify the location, patrol limits or patrol hours of operation of the IMAP Program operations conveyed in Exhibit A at any time. For an electronic overview of IMAP routes, please refer to the materials provided on the project website.

The NCDOT is also open to opportunities raised by the Proposers for increasing revenue or broadening routes covered, and thereby furthering the IMAP Sponsorship Program along additional highway routes. Proposers are advised to consider this opportunity when raising questions or comments on the Request for Proposals prior to the submission of Technical and Revenue Proposals. Other enhancement opportunities may include, but not be limited to:

- Promotion of the IMAP patrol and its sponsorship through conventional media channels such as radio, social networks, billboard ads (not in Department right-of-way), etc. provided there is no expense to the Department and the promotion highlights the services provided by the patrols, especially the assistance to motorists. If such promotion is desired, then all such promotion shall be pre-approved by the Department.
- Creation of a social media hashtag that the general public can use when talking about the patrol.
- Creation of a program brand that states “NCDOT (Sponsor Name) IMAP” and is pre-approved by the Department.
- Implementation of a third-party hosted website, with content approved by the Department, where assisted motorists can learn more about the patrol and complete an IMAP feedback survey.
- Acknowledgment of the sponsorship contract award on the Department’s website via a press release and an update announcing the sponsorship on the IMAP webpage.

<https://www.ncdot.gov/travel-maps/traffic-travel/safety-patrol/Pages/default.aspx>

RIGHT-OF-WAY CONCERNS

If the Successful Proposer elects to erect signs, effect traffic control, etc. in the NCDOT right of way, the Successful Proposer shall notify local law enforcement if any illegal materials are

discovered at a site designated for sign installation and leave those materials where found. The Successful Proposer shall notify the applicable District Engineer immediately if hazardous materials or dead animals are discovered at a sign location on a highway route. The Successful Proposer's personnel should not touch or attempt to remove materials, which may be toxic or otherwise hazardous. Items to avoid include powders, chemicals, smelly substances, suspicious packages, chemical drums or containers, weapons, medical waste, syringes, hypodermic needles or dead animals.

SUCCESSFUL PROPOSER– SPONSOR RELATIONSHIP

All marketing and contracting between the Successful Proposer and Sponsor(s) are to be exclusively contracted between the Successful Proposer and Sponsor(s). The Department is not a party to any contract between the Successful Proposer and a Sponsor. The Successful Proposer and Sponsor(s) are expected to be fully familiar with the provisions of this contract. The Department may terminate the contract if the Successful Proposer fails to perform the required services and will notify the Successful Proposer and Sponsor in such event. The cost for a Sponsor participating in the program is to be negotiated solely between the Sponsor(s) and Successful Proposer.

EQUIPMENT BRANDING

The Successful Proposer is responsible to work with the Department after selection to develop schemes for branding the various Department vehicles that are dedicated to the IMAP Sponsorship Program. The eighty-two (82) vehicles referenced in Exhibit B are all available to be branded.

The following restrictions apply to the branding of vehicles:

- All vehicle graphics and orientation will require the Department's final approval prior to implementation.
- The existing NCDOT logos may be moved but must remain on a vertical face of each side of the vehicle clearly visible to other drivers, and shall be placed consistently across all vehicles of the same vehicle type.
- The existing IMAP logos may be moved but must remain on a vertical face of each side of the vehicle clearly visible to other drivers and shall be placed consistently across all vehicles of the same vehicle type.
- The Successful Proposer may include a decal or insignia that denotes "NCDOT (Sponsor Name) IMAP" on the vehicle in addition to the existing IMAP logos.
- The emergency lighting shall not be relocated and shall remain amber.
- Safety markings including striping, chevrons, and other reflective graphics shall be retained; however, these safety markings may be upgraded by the Successful Proposer in a manner that complies with, or exceeds, the IMAP Decal Specifications, or an approved equal, contained in Exhibit B.
- No more than 35% of the vehicle's surface area shall be available for sponsor trademarks, including logos and sponsor brand messaging. The vehicle's surface area is defined as the vehicle's hood, sides, back, back of the flashing arrow panel and roof.

All costs associated with equipment branding, including but not limited to, new markings, relocation of existing markings, and change in vehicle color, shall be borne by the Successful Proposer. Equipment branding shall not interrupt services. Vehicles shall not be removed from active service to be branded or painted. Reference is made to “Restrictions on Work” in these Special Provisions.

The Successful Proposer shall consider the current ages and normal 4.5 year replacement cycle of the listed equipment, potential for damage to the equipment, vehicle maintenance, and requirement to brand new/replacement vehicles to adequately plan for providing vehicle branding during the life of the contract in the development of its Revenue Proposal. Exhibit B provides an example of the current vehicles’ markings.

SPONSORSHIP SIGNS

New Sponsor Program Acknowledgment Signs

Exhibit C reflects the approved Sponsor Program Acknowledgement sign design and the area available for the sponsor acknowledgement panel to be used in locations where a general service IMAP sign does not currently exist. The minimum number of sign locations is 214, as represented in Exhibit C.

The Proposer has two options to pursue for the installation of the Sponsor Program Acknowledgment signs: (1) the Proposer may arrange and contract for the fabrication and installation of the signs and supports itself at its own cost; or (2) sponsorship signs and supports may be fabricated and installed by the various NCDOT Divisions at a per sign cost of \$1,400 each, payable in advance.

Existing General Service IMAP Signs

Exhibit C also reflects the approved general service IMAP sign design and supplemental panel for hours of operation as well as the location, and various configurations, of the existing general service IMAP designs.

The Successful Proposer, at no expense to the Department, may modify or replace the existing general service IMAP signs to include a sponsor acknowledgment panel. In either case, the existing program information and hours of operation shall be included in the modified or replaced sign. The replaced or revised sign design shall be submitted to the Department for review and approval in regard to compliance with the MUTCD, foundation, break-away steel post configuration, mounting height, etc.

If the Successful Proposer elects to replace or modify an existing general service IMAP sign, the Successful Proposer has two options for the installation of the new general service IMAP sign components: (1) the Successful Proposer may arrange and contract for the fabrication and installation of the signs and supports; or (2) general service signs components and supports may be fabricated and installed by the Department at a price to be mutually agreed upon, payable in advance.

General Signing Requirements

The design of all Sponsor Program Acknowledgement signs, general service IMAP signs, and sponsor acknowledgement panels shall be submitted to the IMAP Program Manager for approval prior to any of the sign components being fabricated. The sign components shall conform to the *Manual on Uniform Traffic Control Devices* and shall not contain graphics that resemble traffic control devices or that have the potential to mislead or misinform the traveling public. Website addresses and phone numbers will not be allowed.

Signs shall be fabricated and installed at locations negotiated with the Successful Proposer and approved by the Department, along highway routes as shown in Exhibit A. The Department reserves the right to cover, relocate or remove signs for maintenance or construction operations or when deemed to be in the best interest of the Department or the traveling public without notice. The Department has the authority to relocate or remove signs if a need for a higher priority regulatory, warning or guide sign is identified. Should the Successful Proposer chose to install the signs, the Successful Proposer shall be responsible for identifying and avoiding all utility conflicts.

Signs shall be mounted in accordance with the Department's typical ground mounted standards and placed outside the clear recovery zone and so as to not obstruct the display of any other Department sign. The ground-mounted IMAP Sponsorship Program signs shall be installed as close to the beginning of the sponsored route as feasible, taking into account safety and existing signage. One sign may be placed within the first mile per route. Additional signs may be placed according to the most favorable sponsorship locations and conditions to the sponsor, but no more frequently than every 5 miles.

During the term of the Sponsorship Agreement, the Successful Proposer is responsible for damaged sponsorship sign maintenance, repair, and replacement. At the end of the term, the sign assembly becomes the property of NCDOT.

If a Sponsor terminates its relationship with the Successful Proposer, or in the case of the termination of contract for any reason, the Sponsor Program sign is to remain in place, but the sponsor acknowledgement panel is to be removed or permanently covered by the Successful Proposer with prior written notification to the IMAP Program Manager.

Should the Successful Proposer elect to install signs along these major highway routes, both quality of the work and safety of the motoring public shall be paramount. The decision of the Department shall be final regarding any questions regarding location and design of signs, and similar questions.

FIELD PERSONNEL UNIFORMS

The Successful Proposer has the option to provide new IMAP toboggans, caps-summer, caps-winter and safety vests or removing the logos from the existing serviceable items and applying Velcro logos. In either case, the Successful Proposer shall provide these items on a consistent basis to all IMAP operators for each sponsor's vehicles and shall initially supply them in the numbers designated in Exhibit D. In such case, the Successful Proposer shall also be responsible for the re-supply of these items in accordance with Exhibit D. Other components of the uniform allowance may also be marked as negotiated with the NCDOT prior to purchase and issuing to the drivers. All items shall meet the specifications contained in Exhibit D and are subject to Department review and approval.

Either a private vendor or the NCDOT uniform vendor at the time the contract is signed shall be paid by the Successful Proposer directly for the toboggans, caps-summer, caps-winter, and safety vests at no cost to the Department.

PROMOTIONAL MATERIALS

The Successful Proposer shall have the right to develop other promotional materials to be distributed by the operators of the IMAP Safety Service Patrol vehicles to patrons of its services. All such materials shall be submitted by the Successful Proposer to the Department for written approval before distribution to the operators. Such distribution of promotional materials shall not detract from the safety patrol's primary scope of work. The Department will ensure that all approved materials provided by the Successful Proposer will be distributed by the operators in accordance with the Successful Proposer's reasonable instructions. The promotional materials shall be paid for by the Successful Proposer directly at no cost to the Department.

SPECIAL EVENTS / PUBLICITY

The Successful Proposer shall have the rights and benefits of promotional use of the safety service patrol vehicles and their operators for events such as child safety seat inspections, the state fair, parades and other safety events as may be jointly agreed upon, subject to the availability as reasonably determined by the Department. The Successful Proposer shall make written requests to the Department for such use with a minimum thirty (30) day notice in advance and obtain approval and scheduling by the Department. The Proposer shall pay for the driver's wages at the overtime rate, and pay the Federal mileage rates only.

SAFETY

The safety of the motoring public and the Successful Proposer's personnel is of paramount importance. If circumstances should require the Successful Proposer and its agents and/or employees to be within the highway right-of-way for any reason, they will take no action that could compromise the safety of either. The use of signs, cones, and other traffic safety devices will be in accordance with the most current *Manual on Uniform Traffic Control Devices* (MUTCD), the North Carolina *Supplement to the MUTCD* and NCDOT *Safe Operating Procedures* including Work Zone Safety and Traffic Control guidelines as found in the NCDOT *Safe Operating Procedures and Workplace Safety Manual*. (SOP 10-21)

If the Successful Proposer elects to install the signs, they shall maintain traffic during sign construction and provide, install, and maintain all traffic control devices in accordance with the Traffic Control Plans, the Project Special Provisions, 2018 North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, and the current edition of the *Manual of Uniform Traffic Control Devices* (MUTCD). The Successful Proposer shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Successful Proposer is required to leave the project in a manner that will be safe to the traveling public and will not impede motorists.

The Successful Proposer and all subcontractors 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 its 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. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Subarticle 108-7 of the Standard Specifications.

Vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the District Engineer, and in no case within 30 feet of the edge of pavement. The District Engineer may designate specific locations for parking equipment.

The Successful Proposer will establish and submit for review by the Department work plans which identify the characteristics of the particular highway, including any and all safety devices which will be used. The Department will identify deficiencies in the work plan and return work plans to Successful Proposer for correction prior to execution of the necessary work.

The Successful Proposer's field employees and/or its sub-contractors must be educated with regard to the following safety recommendations:

- a. Be alert for traffic during construction/maintenance operations and be prepared to move quickly if necessary.
- b. Use all equipment according to manufacturer's recommendations.
- c. Watch footing on steep slopes, drainage facilities or other poor traction surfaces.
- d. Do not run, throw objects, or engage in horseplay or activities that may distract drivers.
- e. Avoid over exertion. Drink plenty of fluids, especially on warm humid days.
- f. Do not use or consume any alcoholic beverages, drugs or other substances which may impair one's safety and well-being or that of other individuals before reporting for work or while on the roadway traveling to or from the roadside worksite or while on the worksite.
- g. Do not wear headphones, as they will reduce alertness to warning sounds.
- h. Use sunscreen in all seasons.
- i. Any observed safety violations will be reported to the Successful Proposer.
- j. Follow guidelines for handling hazardous materials.
- k. Successful Proposer, and all subcontractors, shall use approved safety equipment and clothing as required in NCDOT's Workplace Safety Manual; this manual contains a variety of Safe Operating Procedures. A link to the Workplace Safety Manual is:

<https://connect.ncdot.gov/business/safety/Pages/SOP.aspx>

The Successful Proposer shall provide the name, telephone number and email address of a designated Safety Supervisor to the various Division Engineers and IMAP Program Manager. The designated Safety Supervisor for the Successful Proposer shall attend an initial safety debriefing with the NCDOT, organize and conduct safety briefings for the sign installation staff prior to the commencement of operations, and review periodically all safety items with field personnel and all subcontractors including but not limited to the importance of safety during installation effort, the safety requirements set forth in this Request for Proposals, and any special concerns conveyed by NCDOT personnel.

RESTRICTIONS ON WORK

In addition to complying with all Federal and North Carolina laws, if the Successful Proposer elects to work within the Highway Right-of-Way, the Proposer and subcontractors shall not work during those days/hours detailed herein unless otherwise permitted under an applicable Supplemental Agreement. Exceptions to this rule may be granted by the IMAP Program Manager acting in his or her sole discretion. The Successful Proposer shall immediately follow all field instructions given by North Carolina law enforcement officers and Division Engineers.

The Successful Proposer's field supervisor shall inspect all work performed by the Successful Proposer to ensure compliance with all applicable standards and guidelines.

The Successful Proposer and subcontractors shall not utilize or install lane or shoulder closures during the weekdays from 6:00 a.m. until 9:30 a.m. and 3:30 p.m. until 7:00 p.m. unless otherwise permitted in a Supplemental Agreement.

The Successful Proposer and subcontractors shall not install signs during hours of darkness, periods of active roadway construction or maintenance, state and federal holidays and surrounding weekends, or weather conditions that interfere with visibility.

The state and federal statutes and regulations cited below preclude some specific actions within the right-of-way on interstate highways; the documents are available upon request. Each Proposer shall thoroughly review the references.

- *N.C. General Statute § 136-89.56*. Commercial enterprises.
<http://www.ncleg.net/gascripts/statutes/Statutes.asp>
- *US Code Title 23: Highways. 23 USC 111 – Sec. 111*. Agreements relating to use of and access to rights-of-ways—Interstate System.
<https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title23-section111&num=0&edition=prelim>

ETHICS POLICY

Employees employed by the Successful Proposer or employees employed by any sub-consultant/subcontractor for the Successful Proposer to provide services for this project shall comply with the Department's ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of a prequalified firm from the Department's appropriate prequalified list.

APPROVAL OF PERSONNEL

The Department will have the right to approve or reject any personnel assigned to a project by the Successful Proposer.

The Successful Proposer or any subcontractor for the Successful Proposer which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Successful Proposer or its subcontractors shall restrict such person or persons from working on any of the Successful Proposer's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

Drafting the contract
Defining the scope of the contract
Successful Proposer selection
Contract administration

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract and / or not being considered for selection of work on future contracts for a period of one year.

PERFORMANCE OF THE WORK

There shall be no assignment, subletting or transfer of the interest of the Successful Proposer in any of the work covered by this Sponsorship Agreement without the written consent of the Department.

TERMINATION OF CONTRACT

The provisions of Articles 108-9(A), (B), (C), (E), (F), and (G) of the 2018 *Standard Specifications for Roads and Structures* regarding default of contract are by reference incorporated and made a part of this contract. In addition, the provisions of Articles 108-13(A), (B), (C), and (D) of the 2018 *Standard Specifications for Roads and Structures* regarding termination of contract are by reference incorporated and made a part of this contract.

In the event of a termination of contract, no claim for loss of anticipated profits will be considered and no payment will be made for loss of anticipated profits.

Termination of a contract shall not relieve the Successful Proposer of its responsibilities for any completed portion of the work nor shall it relieve the Surety, of its obligations for and concerning any just claims arising out of the work performed.

NCDOT reserves the right to terminate the contract with the Successful Proposer that fails to comply with any requirement of this Sponsorship Agreement.

Upon the occurrence of one or more of the following events, the Contract Officer shall provide written notice to the Successful Proposer, copy to the Sponsor, that a reason exists to terminate:

1. The Successful Proposer fails to accept an extension of the Sponsorship Agreement after fulfilling its term obligation, which will cause a cessation of the operating agreement.
2. The IMAP Sponsorship Program is discontinued by the Department; or
3. A Successful Proposer fails to comply with a term or condition of the Sponsorship Agreement for the following reasons:

- a. failure to begin work as specified
- b. failure to perform the work with sufficient forces to safely ensure completion
- c. continued unsatisfactory and/or marginal work performance
- d. failure to resume work that had been discontinued, within a reasonable time after notice to do so
- e. insolvency or bankruptcy of either party
- f. assignment made for the benefit of creditors
- g. failure to protect, to repair, or to make good any damage or injury to NCDOT property
- h. failure to maintain required insurance coverage, or to maintain lawful registration to do business in the State of North Carolina
- i. breach of any provision of this contract
- j. failure to make prompt payment to any subcontractors.

GIFTS FROM VENDORS, PROPOSERS AND CONTRACTORS

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*. Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

MINIMUM WAGES

Federal: The Fair Labor Standards Act provides that with certain exceptions every employer must 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.

The determination of the intent of the application of these Acts to the project's contract shall be the Successful Proposer's responsibility.

The Successful Proposer shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It is the responsibility of the Successful Proposer to be fully informed of all Federal and State Laws affecting the project's contract.

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20230087 01/06/2023 NC87

Z-087

Date: January 6, 2023

General Decision Number: NC20230087 01/06/2023 NC87

Superseded General Decision Numbers: NC20220087

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Alexander	Caldwell	Henderson
Buncombe	Catawba	Madison
Burke	Haywood	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the Design-Build Team must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number
0

Publication Date
01/06/2023

SUNC2014-002 11/13/2014

	Rates	Fringes
BLASTER	20.93	
CARPENTER	13.48 **	
CEMENT MASON / CONCRETE FINISHER	14.40 **	
ELECTRICIAN		
Electrician	18.79	2.62
Telecommunications Technician	14.67 **	1.67
IRONWORKER	12.48 **	
LABORER		
Asphalt Raker and Spreader	11.76 **	
Asphalt Screed / Jackman	15.38 **	.08
Carpenter Tender	10.50 **	
Cement Mason / Concrete Finisher Tender	11.04 **	
Common or General	11.90 **	
Guardrail / Fence Installer	13.09 **	
Pipelayer	12.87 **	
Traffic Signal / Lighting Installer	15.33 **	.22
PAINTER		
Bridge	20.67	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00 **	
Bulldozer Fine	16.28	
Bulldozer Rough	14.51 **	
Concrete Grinder / Groover	19.20	
Crane Boom Trucks	18.19	
Crane Other	18.69	
Crane Rough / All-Terrain	19.19	
Drill Operator Rock	15.00 **	
Drill Operator Structure	21.07	
Excavator Fine	16.02 **	
Excavator Rough	14.67 **	
Grader / Blade Fine	19.86	
Grader / Blade Rough	15.12 **	
Loader 2 Cubic Yards or Less	12.38 **	
Loader Greater Than 2 Cubic Yards	17.91	
Material Transfer Vehicle (Shuttle Buggy)	15.44 **	
Mechanic	17.86	
Milling Machine	15.08 **	
Off-Road Hauler / Water Tanker	11.95 **	

	Rates	Fringes
Oiler / Greaser	15.05 **	
Pavement Marking Equipment	11.99 **	
Paver Asphalt	17.84	.08
Paver Concrete	18.20	
Roller Asphalt Breakdown	15.00 **	.08
Roller Asphalt Finish	16.08 **	.07
Roller Other	12.51 **	.03
Scraper Finish	12.86 **	
Scraper Rough	13.83 **	
Slip Form Machine	20.38	
Tack Truck / Distributor Operator	14.81 **	.02
TRUCK DRIVER		
GVWR of 26,000 Pounds or Less	12.48 **	
GVWR of 26,001 Pounds or Greater	13.65 **	

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with

characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated / CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the David-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20230088 01/06/2023 NC88

Z-088

Date: January 6, 2023

General Decision Number: NC20230088 01/06/2023 NC88

Superseded General Decision Numbers: NC20220088

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Alamance	Forsyth	Randolph
Anson	Gaston	Rockingham
Cabarrus	Guilford	Stokes
Chatham	Mecklenburg	Union
Davie	Orange	Yadkin
Durham	Person	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the Design-Build Team must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number
0

Publication Date
01/06/2023

SUNC2014-003 11/14/2014

	Rates	Fringes
BLASTER	18.64	
CARPENTER	13.68 **	.05
CEMENT MASON / CONCRETE FINISHER	13.93 **	
ELECTRICIAN		
Electrician	18.79	2.72
Telecommunications Technician	15.19 **	1.25
IRONWORKER	13.30 **	
LABORER		
Asphalt Raker and Spreader	12.78 **	
Asphalt Screed / Jackman	14.50 **	
Carpenter Tender	12.51 **	.27
Cement Mason / Concrete Finisher Tender	11.04 **	
Common or General	10.40 **	.01
Guardrail / Fence Installer	13.22 **	
Pipelayer	12.43 **	
Traffic Signal / Lighting Installer	15.65 **	.24
PAINTER		
Bridge	23.77	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	10.00 **	
Bulldozer Fine	16.13 **	
Bulldozer Rough	14.36 **	
Concrete Grinder / Groover	17.92	
Crane Boom Trucks	18.19	
Crane Other	19.83	
Crane Rough / All-Terrain	19.10	
Drill Operator Rock	14.28 **	
Drill Operator Structure	20.89	
Excavator Fine	16.95	
Excavator Rough	13.63 **	
Grader / Blade Fine	19.84	
Grader / Blade Rough	15.47 **	
Loader 2 Cubic Yards or Less	13.31 **	
Loader Greater Than 2 Cubic Yards	16.19 **	
Material Transfer Vehicle (Shuttle Buggy)	15.44 **	
Mechanic	17.51	
Milling Machine	15.22 **	
Off-Road Hauler / Water Tanker	11.83 **	

	Rates	Fringes
Oiler / Greaser	14.16 **	
Pavement Marking Equipment	12.05 **	
Paver Asphalt	15.97	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.79 **	
Roller Asphalt Finish	13.76 **	
Roller Other	12.08 **	
Scraper Finish	12.65 **	
Scraper Rough	11.50 **	
Slip Form Machine	19.60	
Tack Truck / Distributor Operator	14.82 **	
TRUCK DRIVER		
GVWR of 26,000 Pounds or Less	11.45 **	
GVWR of 26,001 Pounds or Greater	13.57 **	.03

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Union Average Rate Identifiers

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated / CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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- * an existing published wage determination
- * a survey underlying a wage determination
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U. S. Department of Labor
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- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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END OF GENERAL DECISION

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20230089 01/06/2023 NC89

Z-089

Date: January 6, 2023

General Decision Number: NC20230089 01/06/2023 NC89

Superseded General Decision Numbers: NC20220089

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Caswell	Lee	Richmond
Davidson	Montgomery	Rowan
Iredell	Moore	Stanly

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the Design-Build Team must still submit a conformance request.

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Modification Number

0

Publication Date

01/06/2023

SUNC2014-004 11/17/2014

	Rates	Fringes
BLASTER	21.85	
CARPENTER	13.98 **	
CEMENT MASON / CONCRETE FINISHER	13.67 **	
ELECTRICIAN		
Electrician	19.19	2.39
Telecommunications Technician	14.96 **	1.07
IRONWORKER	14.53 **	
LABORER		
Asphalt Raker and Spreader	11.75 **	
Asphalt Screed / Jackman	14.03 **	
Carpenter Tender	10.21 **	
Cement Mason / Concrete Finisher Tender	12.26 **	
Common or General	10.45 **	.13
Guardrail / Fence Installer	13.43 **	
Pipelayer	13.36 **	.43
Traffic Signal / Lighting Installer	16.29	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	12.14 **	
Bulldozer Fine	16.92	
Bulldozer Rough	15.58 **	
Concrete Grinder / Groover	25.00	
Crane Boom Trucks	14.83 **	
Crane Other	21.05	
Crane Rough / All-Terrain	21.25	
Drill Operator Rock	15.43 **	1.61
Drill Operator Structure	19.24	
Excavator Fine	16.09 **	1.52
Excavator Rough	14.07 **	.74
Grader / Blade Fine	19.40	
Grader / Blade Rough	15.48 **	
Loader 2 Cubic Yards or Less	12.67 **	1.52
Loader Greater Than 2 Cubic Yards	14.48 **	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.86	
Milling Machine	16.26	
Off-Road Hauler / Water Tanker	12.90 **	
Oiler / Greaser	16.36	
Pavement Marking Equipment	11.63 **	

	Rates	Fringes
Paver Asphalt	15.07 **	
Roller Asphalt Breakdown	12.91 **	
Roller Asphalt Finish	13.67 **	
Roller Other	13.48 **	
Scraper Finish	13.59 **	
Scraper Rough	11.53 **	
Slip Form Machine	19.99	
Tack Truck / Distributor Operator	15.60 **	
TRUCK DRIVER		
GVWR of 26,000 Pounds or Less	10.58 **	
GVWR of 26,001 Pounds or Greater	13.50 **	.15

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

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in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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WAGE DETERMINATION APPEALS PROCESS

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END OF GENERAL DECISION

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20230090 01/06/2023 NC90

Z-090

Date: January 6, 2023

General Decision Number: NC20230090 01/06/2023 NC90

Superseded General Decision Numbers: NC20220090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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Modification Number
0

Publication Date
01/06/2023

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72 **	
CEMENT MASON / CONCRETE FINISHER	14.48 **	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02 **	
LABORER		
Asphalt Raker and Spreader	12.46 **	
Asphalt Screed / Jackman	14.33 **	
Carpenter Tender	12.88 **	
Cement Mason / Concrete Finisher Tender	12.54 **	
Common or General	10.20 **	
Guardrail / Fence Installer	12.87 **	
Pipelayer	12.17 **	
Traffic Signal / Lighting Installer	14.89 **	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85 **	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34 **	
Concrete Grinder / Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough / All-Terrain	20.67	
Drill Operator Rock	14.38 **	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00 **	
Grader / Blade Fine	18.47	
Grader / Blade Rough	14.62 **	
Loader 2 Cubic Yards or Less	13.76 **	
Loader Greater Than 2 Cubic Yards	14.14 **	
Material Transfer Vehicle (Shuttle Buggy)	15.18 **	
Mechanic	17.55	
Milling Machine	15.36 **	

	Rates	Fringes
Off-Road Hauler / Water Tanker	11.36 **	
Oiler / Greaser	13.55 **	
Pavement Marking Equipment	12.11 **	
Paver Asphalt	15.59 **	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45 **	
Roller Asphalt Finish	13.85 **	
Roller Other	11.36 **	
Scraper Finish	12.71 **	
Scraper Rough	11.35 **	
Slip Form Machine	16.50	
Tack Truck / Distributor Operator	14.52 **	
TRUCK DRIVER		
GVWR of 26,000 Pounds or Less	11.12 **	
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Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated / CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the David-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

STANDARD SPECIAL PROVISION

MINIMUM WAGES

GENERAL DECISION NC20230091 01/06/2023 NC91

Z-091

Date: January 6, 2023

General Decision Number: NC20230091 01/06/2023 NC91

Superseded General Decision Numbers: NC20220091

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Beaufort	Dare	Jones	Sampson
Bertie	Duplin	Lenoir	Scotland
Bladen	Gates	Martin	Tyrrell
Camden	Granville	Northampton	Vance
Carteret	Halifax	Pamlico	Warren
Chowan	Harnett	Pasquotank	Washington
Columbus	Hertford	Perquimans	Wilson
Craven	Hyde	Robeson	

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the Design-Build Team must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number

0

Publication Date

01/06/2023

SUNC2014-006 11/17/2014

	Rates	Fringes
BLASTER	21.85	
CARPENTER	13.72 **	
CEMENT MASON / CONCRETE FINISHER	14.26 **	
ELECTRICIAN		
Electrician	18.69	2.66
Telecommunications Technician	14.72 **	1.67
IRONWORKER	16.32	
LABORER		
Asphalt Raker and Spreader	12.42 **	
Asphalt Screed / Jackman	13.48 **	
Carpenter Tender	10.85 **	
Cement Mason / Concrete Finisher Tender	11.35 **	
Common or General	10.12 **	
Guardrail / Fence Installer	13.39 **	
Pipelayer	13.31 **	
Traffic Signal / Lighting Installer	16.88	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	13.28 **	
Bulldozer Fine	18.46	
Bulldozer Rough	14.09 **	
Concrete Grinder / Groover	24.66	
Crane Boom Trucks	17.25	
Crane Other	21.48	
Crane Rough / All-Terrain	19.00	
Drill Operator Rock	15.43 **	1.61
Drill Operator Structure	19.12	
Excavator Fine	17.61	
Excavator Rough	12.99 **	
Grader / Blade Fine	16.73	
Grader / Blade Rough	15.28 **	
Loader 2 Cubic Yards or Less	10.28 **	
Loader Greater Than 2 Cubic Yards	13.58 **	
Material Transfer Vehicle (Shuttle Buggy)	17.39	

	Rates	Fringes
Mechanic	18.63	
Milling Machine	14.38 **	
Off-Road Hauler / Water Tanker	9.30 **	
Oiler / Greaser	13.45 **	
Pavement Marking Equipment	11.87 **	
Paver Asphalt	15.53 **	
Roller Asphalt Breakdown	12.13 **	
Roller Asphalt Finish	13.65 **	
Roller Other	10.48 **	
Scraper Finish	13.98 **	
Scraper Rough	10.17 **	
Slip Form Machine	19.29	
Tack Truck / Distributor Operator	14.56 **	
TRUCK DRIVER		
GVWR of 26,000 Pounds or Less	10.35 **	
GVWR of 26,001 Pounds or Greater	12.04 **	

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END OF GENERAL DECISION

**EXHIBIT A:
IMAP ROUTE INFORMATION**

	Region						Statewide
	Eastern (Division 3)	Eastern (I-95) (Divisions 4/6)	Triangle (Division 5)	Triad (Divisions 7/9)	Metrolina (Divisions 10/12)	Mountain (Divisions 13/14)	
IMAP C/L Route Coverage Patrol & Response (in miles)	87	180	198	452	180	175	1,272
IMAP C/L Route Coverage Patrol (in miles)	87	75	138	377	172	103	952
# Annual Stops	2,392	3,237	7,235	18,190	14,195	8,635	53,884

IMAP Routes - Eastern (Div. 3)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
7:00a - 6:30p	New Hanover Pender	D3 - I-40/NC 140/NC 210	I-40 MM 416/ NC140 MM 20/ NC210 @ Wilmington Byp	I-40 MM 398/ I-40 MM 25/ NC210 @ Sloop Point Loop Rd	39	33300
7:00a - 6:30p	New Hanover Brunswick	D3 - South	US 74/ US 76/ NC 87/ US 17/ I-140/ US 421		48	26700
Totals:					87	60000

Annual Miles Traveled	67860
# of days / week	5
# of days / year	260
# of shifts	1
1st shift	7:00a - 6:30p
2nd shift	N/A
# Vehicles Patrolling by shift	3
# IMAP Signs	8

IMAP Routes - Triangle (Div. 5)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Wake	D5 - Response Zones	US 1 MM 89 US 64 @ New Hill Rd I-540 MM 4 US 64 MM 6	US 1 MM 101 US 64 @ US 1 I-540 MM 26 US 64 MM 439	60	No signage on these response only routes
6:00a - 9:00p	Wake	D5 - I-40/I-440	I-40 MM 293 I-440 MM 16	I-40 MM 312 I-440 MM 15	21	108900
6:00a - 9:00p	Wake Durham	D5 - I-40/I-540	I-40 MM 280 I-540 MM 69	I-40 MM 293 I-540 MM 7	33	76700
6:00a - 9:00p	Wake	D5 - I-440/I-87/I-540	I-440 MM 1 I-87 MM 3 I-540 MM 24	I-440 MM 15 I-87 MM 7 I-540 MM 26	21	100500
6:00a - 9:00p	Durham Orange	D5 - I-885/I-40/I-85	I-885 MM 5 NC 147 MM 1 I-40 MM 280 I-85 MM 179	I-885 MM 9 NC 147 MM 7 I-40 MM 270 I-85 MM 165	40	70000
6:00a - 9:00p	Wake/Durham	D5 - NC 540/I-40/I-885	NC 540 MM 54 I-40 MM 283 I-885 MM 1	NC 540 MM 1 I-40 MM 279 I-885 MM 7	23	45200
Totals:					198	401300

Annual Miles Traveled	360360
# of days / week	7
# of days / year	364
# of shifts	1
1st shift	6:00a - 9:00p
2nd shift	N/A
# Vehicles Patrolling by shift	5
# IMAP Signs	30

IMAP Routes - Eastern I-95 (Div. 4&6)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Johnston Wilson Halifax Northampton	D6 - Response Zones	101	180 (VA Border)	79	No signage on these response only routes
10:00a - 6:00p	Johnston	D4 - I-95	75	101	26	45600
10:00a - 6:00p	Robeson Cumberland	D6 - I-95	25	52	27	48000
10:00a - 6:00p	Robeson	D6 - I-95	0	25	25	40700
10:00a - 6:00p	Cumberland Harnett	D6 - I-95	52	75	23	57200
Totals:					180	145900

Annual Miles Traveled	187200
# of days / week	5
# of days / year	260
# of shifts	1
1st shift	10:00a - 6:00p
2nd shift	N/A
# Vehicles Patrolling by shift	4
# IMAP Signs	47

IMAP Routes - Triad (Div. 7)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Guilford Randolph	D7 - Response Zones	I-85/I-40/I-840/US 29		37	No signage on these response only routes
6:00a - 9:00p	Orange Alamance	D7 - I-40/I-85	I-40 MM 270/ I-85 MM 170	I-40 MM 138/ I-85 MM 163	138	74000
6:00a - 9:00p	Guilford	D7 - US 29/I-40/I-73	US 29 @ Wendover Ave E/ I-40 MM 219/ I-85 MM 122	US 29 @ Groometown Rd/ I-40 MM 208/ I-73 MM107	31	82000
6:00a - 9:00p	Guilford Randolph	D7 - US 29/I-85	US 29 @ Reedy Fork Pkwy (MM 137)	I-85 MM 113	24	63000
6:00a - 9:00p	Guilford	D7 - I-85/I-40	I-785 MM 18/ I-40 MM 138	I-73 MM 102/ US 29 @ Vickrey Chapel Rd	34	70800
Totals:					264	289800

Annual Miles Traveled	686400
# of days / week	5
# of days / year	260
# of shifts	2
1st shift	6:00a - 4:00p
2nd shift	11:00a - 9:00p
# Vehicles Patrolling by shift	5
# IMAP Signs	36

IMAP Routes - Triad (Div. 9)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Forsyth Davidson	D9 - Response Zones	US 52/US 421/I-85		38	No signage on these response only routes
6:00a - 9:00p	Forsyth Guilford	D9 - US 52/ I-40/ US 421	US 52 MM 114/ I-40 MM 208/ I-40 MM 208	US 52 MM 103/ I-40 MM 193/ US 421 MM 233	48	64400
6:00a - 9:00p	Forsyth Davidson Davie	D9 - I-40/ I-285/ US 421	I-40 MM 193/ US 421 MM 232	I-40 MM 180/ US 421 MM 242	23	67800
6:00a - 9:00p	Forsyth	D9 - Central	I-40/ US 421/ NC 67/ NC 150/ US 52		15	63800
6:00a - 9:00p	Rowan Davidson Randolph	D9 - I-85	I-85 MM 108	I-85 MM 63	44	69000
6:00a - 9:00p	Davie	D9 - I-40	I-40 MM 182	I-40 MM 162	20	36200
Totals:					188	301200

Annual Miles Traveled	293280
# of days / week	5
# of days / year	260
# of shifts	2
1st shift	6:00a - 4:00p
2nd shift	11:00a - 9:00p
# Vehicles Patrolling by shift	3
# IMAP Signs	31

IMAP Routes - Metrolina (Div. 10)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Mecklenburg	D10 - Response Zones	I-485 MM 57	I-485 MM 49	8	No signage on these response only routes
6:00a - 9:00p	Mecklenburg South Gaston	D10 - I-85	17	41	24	126000
6:00a - 9:00p	Mecklenburg Iredell	D10 - I-77 MP Zone	10	36	25	92700
6:00a - 9:00p	Mecklenburg South	D10 - I-77	0	11	11	128300
6:00a - 9:00p	Mecklenburg North	D10 - I-85	41	63	21	125300
6:00a - 9:00p	Mecklenburg	D10 - I-485 SW Section	0 through 12	57 through 67	22	109400
6:00a - 9:00p	Mecklenburg Union	D10 - Monroe Expressway	255	273	18	14300
Totals:					129	596000

Annual Miles Traveled	670800
# of days / week	5
# of days / year	260
# of shifts	2
1st shift	6:00a - 4:00p
2nd shift	11:00a - 9:00p
# Vehicles Patrolling by shift (Metrolina Region)	10
# IMAP Signs	30

IMAP Routes - Metrolina (Div. 12)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
6:00a - 9:00p	Iredell West/ Catawba	D12 - I-40	121	150	29	48400
6:00a - 9:00p	Iredell	D12 - I-77	36	54	18	56200
6:00a - 9:00p	Iredell	D12 - I-40	150	154	4	50100
Totals:					51	154700

Annual Miles Traveled	265200
# of days / week	5
# of days / year	260
# of shifts	2
1st shift	6:00a - 4:00p
2nd shift	11:00a - 9:00p
# Vehicles Patrolling by shift (Metrolina Region)	10
# IMAP Signs	12

IMAP Routes - Mountain (Div. 13)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Buncombe	D13 - Response Zones	I-26 MM 18/ I-40 MM 55/ I-40 MM 44	I-26 MM 9/ I-40 MM 64/ I-40 MM 37	27	No signage on these response only routes
6:00a - 8:00p	Buncombe	D13 - I-26	18	40	22	67100
6:00a - 8:00p	Buncombe	D13 - I-240	0 (I-40 @ I-240)	53	10	64400
6:00a - 8:00p	Buncombe	D13 - I-40	44	55	11	59300
Totals:					70	190800

Annual Miles Traveled	152880
# of days / week	7
# of days / year	364
# of shifts	2
1st shift	6:00a - 8:00p
2nd shift	8:00a - 6:00p
# Vehicles Patrolling by shift	3
# IMAP Signs	10

IMAP Routes - Mountain (Div. 14)

Patrol Times	County	Patrol Limits Description	MM Start	MM End	C/L Route Mileage	Route AADT
	Henderson/ Haywood	D14 - Response Zones	I-26 MM 53/ US 25 MM 0 (SC Border)/ US 74 MM 98/ US 276 @ I-40/ NC 209 @ I-40	I-26 MM 69 (SC Border)/ US 25 MM 8/ US 74 @ Blue Ridge Pkwy/ US 276 @ US 19/ NC 209 @ US 19	45	No signage on these response only routes
6:00a - 8:00p	Henderson	D14 - I-26	I-26 MM 40	US25 MM 8	14	61900
24 hours	Haywood	D14 - I-40	0 (TN Border)	37	37	35000
24 hours	Haywood	D14 - US 74	98	US 74 @ I-40 (MM 107)	9	36900
Totals:					105	133800

Annual Miles Traveled	76440
# of days / week	7
# of days / year	364
# of shifts	2
1st shift	6:00a - 6:00p
2nd shift	6:00p - 6:00a
# Vehicles Patrolling by shift	1
# IMAP Signs	10

**EXHIBIT B:
IMAP VEHICLE PHOTOGRAPHS AND INFORMATION**

F-350



F-350



F-350



F-450



F-450



F-450



F-550



F-550



F-550



Photo	Vehicles	Region						Statewide
		Eastern (Divisions 3)	Eastern (Divisions 4/6)	Triangle (Division 5)	Triad (Divisions 7/9)	Metrolina (Divisions 10/12)	Mountain (Divisions 13/14)	
1	F-350 Extended Cab w / Utility Body (Patrol)	6	5	6	24	15	4	60
2	F-450 Crew Cab w / Utility Body (Patrol)	1	0	0	0	0	9	10
3	F-550 Crew Cab w/ Utility Body (Patrol)	0	0	0	0	0	1	1
1	F-350 Extended Cab w / Utility Body (Spare)	0	1	6	2	1	1	11
	Vehicles Totals	7	6	12	26	16	15	82



IMAP SPONSORSHIP MATERIALS

Graphic Location	Graphic	Size	Color	Notes
Side cab doors	NCDOT Incident Management	42" w x 11" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Side rear cab door	IMAP	20" w X 6.5" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1 / screen printed; Print cut laminate
Side rear cab door	For assistance call *HP	20.48" w x 1.5" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Side bed	Division of Highways	14" w x 9" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1 / screen printed; Print cut laminate
Side bed	Unit number	14" w x 1.5" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Side bed	Div. number	5.6" w x 1.5" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Side lower cab	Blue stripes	103" w x 14" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1
Side lower cab	White stripes	103" w x 1.75" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1; Over 14" blue stripes
Side lower bed front	Blue stripes	50" w x 14" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1
Side lower bed front	White stripes	50" w x 1.75" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1; Over 14" blue stripes
Side lower bed rear	Blue stripes	45" w x 14" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1
Side lower bed rear	White stripes	45" w x 1.75" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1; Over 14" blue stripes
Side upper cab & bed	Blue conspicuity	600" w x 2" h	Blue	Highly reflective micro prismatic sheeting 3990 series ASTM grade type 8; 2" conspicuity
Hood	NCDOT	22" w x 5.3" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Hood	Incident Management	36" w x 2.5" h	Blue	Flexible enclosed lens, retroreflective film, ASTM grade 1; Cut
Back arrow board	NCDOT Incident Management	66" w x 9" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1 / screen printed; Print cut laminate
Rear	Blue Conspicuity	50" w x 2" h	Blue	Highly reflective micro prismatic sheeting 3990 series ASTM grade type 8; 2" conspicuity
Rear	Caution sudden stops	16" w x 7" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1 / screen printed; Print cut laminate
Rear	IMAP	12.5" w x 4" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1 / screen printed; Print cut laminate
Rear tailgate	White backer	57" w x 13" h	White	Flexible enclosed lens, retroreflective film, ASTM grade 1
Rear	Chevron	16' w x 3" h	Blue	Highly reflective micro prismatic sheeting 3990 series ASTM grade type 8; 3" Chevron
Rear	Chevron	16' w x 3" h	White	Highly reflective micro prismatic sheeting 3990 series ASTM grade type 8; 3" Chevron

**EXHIBIT C:
IMAP SPONSORSHIP SIGNS**

NCDOT Safety Patrol Sign Installation Locations

# of Signs	Area	Division	County	Route	Dir	Mile Marker
8	Coastal	3	Pender	I-40	EB	MM 398-399
	Coastal	3	Pender	I-140	WB	Dan Cameron Bridge
	Coastal	3	Pender	I-140	EB	Dan Cameron Bridge
	Coastal	3	Pender	US 421	SB	I-440 Off Ramp
	Coastal	3	Pender	US 421	NB	Thomas Rhodes Bridge
	Coastal	3	Pender	US 117/NC 132	NB	MLK
	Coastal	3	Pender	US 17	SB	Sloop Point Loop Rd
	Coastal	3	Pender	US 74	EB	Compass Point
30	Triangle	5	Wake	I-40	WB	MM 288.5
	Triangle	5	Wake	I-40	WB	MM 282.5
	Triangle	5	Durham	I-40	WB	MM 277.5
	Triangle	5	Durham	I-40	EB	MM 270
	Triangle	5	Durham	I-40	EB	MM 277.5
	Triangle	5	Wake	I-40	EB	MM 283.5
	Triangle	5	Wake	I-40	EB	MM 289
	Triangle	5	Wake	I-40	EB	MM 297
	Triangle	5	Wake	I-40	WB	MM 297
	Triangle	5	Wake	I-440	EB	MM 5
	Triangle	5	Wake	I-440	EB	MM 11
	Triangle	5	Wake	I-87	WB	MM 15
	Triangle	5	Wake	I-87	WB	MM 15.6
	Triangle	5	Wake	I-440	WB	MM 12
	Triangle	5	Wake	I-87	EB	MM 4
	Triangle	5	Wake	I-87	SB	MM 7
	Triangle	5	Wake	I-540	WB	MM 17.6
	Triangle	5	Wake	NC 540	SB	MM 68
	Triangle	5	Wake	NC 540	NB	MM 54
	Triangle	5	Wake	NC 885	NB	MM 1.6
	Triangle	5	Durham	I-885	NB	MM 6
	Triangle	5	Durham	NC 147	NB	MM 3
	Triangle	5	Orange	I-85	NB	MM 170
	Triangle	5	Durham	I-85	NB	MM 178.5
	Triangle	5	Granville	I-85	SB	MM 186
	Triangle	5	Durham	I-85	SB	MM 177.5
	Triangle	5	Durham	NC 147	SB	MM 7B
	Triangle	5	Durham	I-540	EB	MM 1
Triangle	5	Wake	I-440	WB	MM 6	
Triangle	5	Wake	NC 147	SB	MM 10	
	Eastern	6		I-95	NB	MM 1
	Eastern	6		I-95	NB	MM 10
	Eastern	6		I-95	NB	MM 20
	Eastern	6		I-95	NB	MM 31
	Eastern	6		I-95	NB	MM 36

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Eastern	6		I-95	NB	MM 41
Eastern	6		I-95	NB	MM 46
Eastern	6		I-95	NB	MM 51
Eastern	6		I-95	NB	MM 56
Eastern	6		I-95	NB	MM 61
Eastern	6		I-95	NB	MM 66
Eastern	6		I-95	NB	MM 71
Eastern	6		I-95	NB	MM 76
Eastern	6		I-95	NB	MM 81.5
Eastern	6		I-95	NB	MM 86.5
Eastern	6		I-95	NB	MM 97.5
Eastern	6		I-95	NB	MM 107.5
Eastern	6		I-95	NB	MM 117.5
Eastern	6		I-95	NB	MM 127
Eastern	6		I-95	NB	MM 137.5
Eastern	6		I-95	NB	MM 147
Eastern	6		I-95	NB	MM 157
Eastern	6		I-95	NB	MM 167
Eastern	6		I-95	NB	MM 177
Eastern	6		I-95	SB	MM 10
Eastern	6		I-95	SB	MM 20
Eastern	6		I-95	SB	MM 31
Eastern	6		I-95	SB	MM 36
Eastern	6		I-95	SB	MM 41
Eastern	6		I-95	SB	MM 46
Eastern	6		I-95	SB	MM 51
Eastern	6		I-95	SB	MM 56
Eastern	6		I-95	SB	MM 61
Eastern	6		I-95	SB	MM 66
Eastern	6		I-95	SB	MM 71
Eastern	6		I-95	SB	MM 76
Eastern	6		I-95	SB	MM 81
Eastern	6		I-95	SB	MM 87
Eastern	6		I-95	SB	MM 97
Eastern	6		I-95	SB	MM 107.5
Eastern	6		I-95	SB	MM 117
Eastern	6		I-95	SB	MM 127
Eastern	6		I-95	SB	MM 137.5
Eastern	6		I-95	SB	MM 147
Eastern	6		I-95	SB	MM 157
Eastern	6		I-95	SB	MM 167
Eastern	6		I-95	SB	MM 177.5
Triad	7	Alamance	I-85	NB	MM 144
Triad	7	Alamance	I-85	SB	MM 145
Triad	7	Alamance	I-85	NB	MM 148
Triad	7	Alamance	I-85	SB	MM 148
Triad	7	Alamance	I-85	NB	MM 153

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Triad	7	Alamance	I-85	SB	MM 154
Triad	7	Guilford	I-40	EB	MM 207
Triad	7	Guilford	I-40	WB	MM 208
Triad	7	Guilford	I-40	EB	MM 213
Triad	7	Guilford	I-40	WB	MM 213
Triad	7	Guilford	I-40	EB	MM 218
Triad	7	Guilford	I-40	WB	MM 218
Triad	7	Guilford	I-40	EB	MM 223
Triad	7	Guilford	I-40	WB	MM 223
Triad	7	Guilford	I-73	NB	MM 101
Triad	7	Guilford	I-73	SB	MM 101
Triad	7	Guilford	I-85	NB	MM 118
Triad	7	Guilford	I-85	SB	MM 118
Triad	7	Guilford	I-85	NB	MM 123
Triad	7	Guilford	I-85	SB	MM 123
Triad	7	Guilford	I-85	NB	MM 128
Triad	7	Guilford	I-85	SB	MM 128
Triad	7	Guilford	I-85	NB	MM 132
Triad	7	Guilford	I-85	SB	MM 132
Triad	7	Guilford	I-85	NB	MM 138
Triad	7	Guilford	I-85	SB	MM 139
Triad	7	Guilford	US 29	NB	MM 34
Triad	7	Guilford	US 29	SB	MM 35
Triad	7	Guilford	US 29	NB	Summit Ave
Triad	7	Guilford	US 29	SB	Summit Ave
Triad	7	Orange	I-85	NB	MM 158
Triad	7	Orange	I-85	SB	MM 159
Triad	7	Orange	I-85	NB	MM 164
Triad	7	Orange	I-85	SB	MM 164
Triad	7	Orange	I-40	EB	MM 261
Triad	7	Orange	I-40	WB	MM 261
Triad	9	Davidson	I-85	NB	MM 83
Triad	9	Davidson	I-85	SB	MM 84
Triad	9	Davidson	I-85	NB	MM 89
Triad	9	Davidson	I-85	SB	MM 90
Triad	9	Davidson	I-85	NB	MM 95
Triad	9	Davidson	I-85	SB	MM 96
Triad	9	Forsyth	I-40	EB	MM 186
Triad	9	Forsyth	I-40	WB	MM 187
Triad	9	Forsyth	I-40	EB	MM 192
Triad	9	Forsyth	I-40	WB	MM 192
Triad	9	Forsyth	I-40	EB	MM 196
Triad	9	Forsyth	I-40	WB	MM 197
Triad	9	Forsyth	I-40	EB	MM 201
Triad	9	Forsyth	I-40	WB	MM 202
Triad	9	Forsyth	US 421	SB	MM 234
Triad	9	Forsyth	US 422	NB	MM 234

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	Triad	9	Forsyth	US 423	SB	MM 229
	Triad	9	Forsyth	US 424	NB	MM 228
	Triad	9	Forsyth	US 425	SB	MM 222
	Triad	9	Forsyth	US 426	NB	MM 222
	Triad	9	Forsyth	US 52	NB	MM 103
	Triad	9	Forsyth	US 52	NB	MM 108
	Triad	9	Forsyth	US 52	SB	MM 109
	Triad	9	Forsyth	US 52	NB	MM 114
	Triad	9	Forsyth	US 52	SB	MM 115
	Triad	9	Forsyth	US 421	NB	MM 238
	Triad	9	Forsyth	US 421	SB	MM 239
	Triad	9	Rowan	I-85	NB	MM 71
	Triad	9	Rowan	I-85	SB	MM 72
	Triad	9	Rowan	I-85	NB	MM 76
	Triad	9	Rowan	I-85	SB	MM 77
30	Metrolina	10	Mecklenburg	I-77	SB	MM 3.4
	Metrolina	10	Mecklenburg	I-77	SB	MM 8.2
	Metrolina	10	Mecklenburg	I-77	SB	MM 14.2
	Metrolina	10	Mecklenburg	I-77	SB	MM 17.6
	Metrolina	10	Mecklenburg	I-77	SB	MM 24.2
	Metrolina	10	Mecklenburg	I-77	SB	MM 28.4
	Metrolina	10	Mecklenburg	I-77	NB	MM 0.2
	Metrolina	10	Mecklenburg	I-77	NB	MM 3.2
	Metrolina	10	Mecklenburg	I-77	NB	MM 8.4
	Metrolina	10	Mecklenburg	I-77	NB	MM 14.8
	Metrolina	10	Mecklenburg	I-77	NB	MM 18.8
	Metrolina	10	Mecklenburg	I-77	NB	MM 25.4
	Metrolina	10	Mecklenburg	I-77	NB	MM 28.5
	Metrolina	10	Mecklenburg	I-78	NB	NC/SC Border
	Metrolina	10	Mecklenburg	I-85	SB	Exit 31
	Metrolina	10	Mecklenburg	I-85	SB	Exit 37
	Metrolina	10	Mecklenburg	I-85	SB	prior Exit 43
	Metrolina	10	Mecklenburg	I-85	SB	MM 48.8
	Metrolina	10	Mecklenburg	I-85	SB	MM 55.5
	Metrolina	10	Mecklenburg	I-85	SB	Exit 63
	Metrolina	10	Mecklenburg	I-85	NB	pass Weigh Station
	Metrolina	10	Mecklenburg	I-85	NB	Exit 33
	Metrolina	10	Mecklenburg	I-85	NB	MM 39
	Metrolina	10	Mecklenburg	I-85	NB	Billy Graham Pkwy
	Metrolina	10	Cabarrus	I-85	NB	MM 43
	Metrolina	10	Cabarrus	I-85	NB	Exit 49
	Metrolina	10	Cabarrus	I-85	NB	MM 52.9
	Metrolina	10	Cabarrus	I-85	NB	MM 55.9
	Metrolina	10	Cabarrus	I-85	NB	Rest Area Exit
	Metrolina	10	Cabarrus	I-85	NB	Exit 63
	Metrolina	12	Gaston	I-85	NB	MM 17

12	Metrolina	12	Gaston	I-85	SB	MM 27
	Metrolina	12	Gaston	I-85	NB	MM 22
	Metrolina	12	Gaston	I-85	SB	MM 22
	Metrolina	12	Iredell	I-77	NB	MM 31
	Metrolina	12	Iredell	I-77	SB	MM 36
	Metrolina	12	Iredell	I-77	NB	MM 36
	Metrolina	12	Iredell	I-77	SB	MM 42
	Metrolina	12	Iredell	I-77	NB	MM 42
	Metrolina	12	Iredell	I-77	NB	MM 48.5
	Metrolina	12	Iredell	I-77	SB	MM 48.5
	Metrolina	12	Iredell	I-77	SB	MM 54
10	Asheville	13	Buncombe	I-40	WB	MM 55
	Asheville	13	Buncombe	I-40	EB	MM 44
	Asheville	13	Buncombe	I-26	EB	MM 18
	Asheville	13	Buncombe	I-27	EB	MM 25
	Asheville	13	Buncombe	I-26	EB	MM 33.5
	Asheville	13	Buncombe	I-26	WB	MM 40
	Asheville	13	Buncombe	I-26	WB	MM 34.5
	Asheville	13	Buncombe	I-26	WB	MM 26
	Asheville	13	Buncombe	I-240	EB	MM 3
	Asheville	13	Buncombe	I-240	WB	MM 8
10	Haywood Co	14	Haywood	I-40	EB	MM 0
	Haywood Co	14	Haywood	I-40	EB	MM 15
	Haywood Co	14	Haywood	I-40	EB	MM 27
	Haywood Co	14	Haywood	I-40	WB	MM 37
	Haywood Co	14	Haywood	I-40	WB	MM 20
	Haywood Co	14	Haywood	I-40	WB	MM 15
	Haywood Co	14	Henderson	I-26	EB	MM 40
	Haywood Co	14	Henderson	I-26	EB	MM 45
	Haywood Co	14	Henderson	I-26	WB	MM 54
	Haywood Co	14	Henderson	I-26	WB	MM 49

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**EXHIBIT D:
IMAP UNIFORM SPECIFICATIONS**

Operator and IMAP Purchasing Guidelines

Purpose:

These guidelines are for items provided by the Successful Proposer to ensure understanding and consistency amongst all of NCDOT and its contract employees.

Quantities:

The number and type of items that can be ordered for an employee varies according to the employee's position and duties. Below are the approved items and annual quantities based upon employee position. Again, items should only be ordered on an **AS NEEDED** basis, if desired by the Successful Proposer.

IMAP Staff

These are positions that are in the field on a daily basis.

- 2 summer caps
- 2 winter caps
- 1 toboggan
- As Needed - ANSI – Class 3, Type R Hi-Vis Reflective Safety Vest

Field/Office Staff

These are positions that work in between the field and the office and work with other agency partners on a daily basis (i.e. Incident Management Engineers, Incident Response Specialist, Statewide and Regional IM Coordinators).

- 1 summer caps
- 1 winter caps

Field/Office Staff Logo:



Operator & Office Staff Logos:



IMAP UNIFORM SPECIFICATIONS

1. Toboggans (1 per Driver)

- Approximately 12 ½” long
- 100% heavyweight acrylic
- Color – black
- Embroidery
 - **Front** - IMAP logo, red (1147), white, logo in red and white on black

2. Caps – Summer (2 Per Driver)

- Color – black
- Stretch seatband and stretchable fabric
- Sizes to fit: 6 ¾” – 7 ¾”)
- 6 panels – mid profile cap
- 97% polyester, 3% spandex
- Color fast and durable
- Fused hard buckram sewn into front of 3 ½” crown
- Pre-curved brim
- 6 sewn eyelets
- 8 rows of stitching on Permacurv visor
- Taped seams
- Embroidery
 - Incident Management stitched above NC State outline with IMAP in center and optional title underneath. Red thread. Approximately 10,000 stitches.

3. Caps – Winter (2 Per Driver)

- Color – black
- Stretchable fabric
- Available in Sizes S/M-6 7/8”-7 ¼” and L/XL-7 1/8”-7 5/8”
- 6 panels – mid profile cap
- Content – 83% acrylic, 15% wool, 2% spandex
- Adjustable, textured
- Color fast and durable
- Fused hard buckram sewn into front of 3 ½” crown
- 6 sewn eyelets
- 8 rows of stitching on Permacurv visor
- Taped seams
- Pre-curved brim
- Embroidery
 - **Front** - Incident Management stitched above NC State outline with IMAP in center and optional title underneath. Red thread. Approximately 10,000 stitches.

4. ANSI – Class 3, Type R Hi-Vis Reflective Safety Vest (As Needed)

- Color – Lime (Yellow/Green)
- Available in Sizes S/M/L/XL/2XL
- Reflective Stripe Border Color – Orange
- Reflective Stripe Main Color – Silver Reflective
- Stripe Border Type – Contrasting

**EXHIBIT E:
FHWA ORDER 5160.1A**



U.S. DEPARTMENT OF
TRANSPORTATION

**Federal Highway
Administration**

Order

Subject

Policy on Sponsorship Acknowledgment and
Agreements within the Highway Right-of-Way

Classification Code
5160.1A**Date**
April 7, 2014**OPI**
HOP

Par.

1. What is the purpose of this directive?
2. Does this directive cancel an existing FHWA directive?
3. What is the background of this directive?
4. What is the scope of this directive?
5. What authorities govern this directive?
6. What definitions are used in this directive?
7. What is FHWA's policy concerning sponsorship acknowledgment and agreements?
8. What are FHWA's responsibilities?
9. Where can I obtain additional guidance?

1. **What is the purpose of this directive?** Sponsorship opportunities benefit the traveling public with an improved transportation system by providing flexibility for highway agencies to pursue innovative sources of financing for maintenance and construction activities and other highway-related services. With this additional revenue, these agencies have the means to provide services critical to enhancing the safety and efficiency of the Nation's highways.

This directive provides the Federal Highway Administration's (FHWA) policy on sponsorship acknowledgment and sponsorship agreements within the highway right-of-way. This directive further serves to streamline and emphasize information pertaining to the acknowledgment of sponsorships by consolidating information previously issued. This directive addresses the provisions of recent legislation regarding sponsorship of rest areas and further clarifies applications of sponsorship acknowledgment as they relate to existing standards.

2. **Does this directive cancel an existing FHWA directive?** Yes. This directive cancels FHWA Order 5160.1, [Policy on Sponsorship Acknowledgment and Agreements within the Public Right-of-Way](#), dated March 13, 2012.

3. **What is the background of this directive?**

- a. State and local highway agencies and private sponsors have raised a number of questions with respect to FHWA's guidance on sponsorship agreements and how a sponsor can be acknowledged for the service provided under a sponsorship agreement.
- b. Sponsorship programs are growing in popularity and are becoming a significant opportunity for highway agencies to generate critical support needed to build, operate, and maintain key facilities and services, including, but not limited to, adopt-a-highway litter removal programs, maintenance of a parkway or interchange, rest area operation and maintenance, other highway maintenance or beautification sponsorship programs, travel information services, and emergency service patrols. One of the most common ways for highway agencies to recognize the support provided by sponsors is through acknowledgment signs. However, there are a number of other options to recognize sponsors, including acknowledgment on in-vehicle transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems. The FHWA continues to encourage agencies to make use of these other opportunities for sponsor recognition or acknowledgment whenever possible and appropriate so that the number of additional signs and informational load imposed on the driver can be minimized.

4. **What is the scope of this directive?** The provisions of this directive apply to all types of highways that are open to public travel.

5. **What authorities govern this directive?**

- a. [Title 23, United States Code \(U.S.C.\), Section 109\(d\)](#), Standards for Federal-Aid Highways.
- b. [23 U.S.C. 111\(b\)](#), Rest Areas.
- c. [23 U.S.C. 131](#), Control of Outdoor Advertising.
- d. [23 U.S.C. 156](#), Proceeds from the Sale or Lease of Real Property.
- e. [23 U.S.C. 402](#), Highway Safety Programs.
- f. [Title 23, Code of Federal Regulations \(CFR\), Section 1.23\(b\)](#), Rights-of-way.
- g. [23 CFR Part 655, Subpart F](#), Traffic Control Devices on Federal-Aid and Other Streets and Highways.

- h. [Manual on Uniform Traffic Control Devices for Streets and Highways \(MUTCD\)](#), published by FHWA under 23 CFR Part 655, Subpart F.
- i. [23 CFR 655.603](#), Standards for Traffic Control Devices on Federal-Aid and Other Streets and Highways.
- j. [23 CFR Part 750](#), Highway Beautification (for controlled routes).
- k. [49 CFR 1.48\(b\)](#), Delegations to Federal Highway Administrator.

6. **What definitions are used in this directive?**

- a. **Acknowledgment plaques.** Plaques that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment plaques are installed only in the same sign assembly below a primary sign that provides the road user specific information on accessing the service being sponsored. Consistent with the MUTCD, a plaque legend is displayed on a separate substrate from that of the sign below which it is mounted.
- b. **Acknowledgment signs.** Signs that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment signs are installed only as independent sign assemblies.
- c. **Advertisements/advertising signs.** Signs or other devices that promote commercial products or services through slogans, information on where to obtain the products and services, or other means.
- d. **Driver distraction.** Driver inattention to the driving task at hand, resulting from internal or external events or actions.
- e. **Highway.** Any street or roadway that is open to public travel.
- f. **Highway agency.** An agency that owns the highway on which signs are to be placed and to which the sponsorship policy and agreements apply.
- g. **Highway right-of-way.** A strip of property, owned by a highway agency, within which a highway (as defined above) exists or is planned to be built. The highway right-of-way consists of all lands within the defined highway right-of-way limits, including airspace above and below the facility. This area typically includes, but is not limited to, the roadway(s), shoulders, and sidewalk(s), if any; areas

for drainage, utilities, landscaping, berms, and fencing; rest areas; and the defined clear zone.

- h. **Recipient agency.** An organization that directly receives the highway-related service, product, or monetary contribution from the sponsor entity. The recipient might be the highway agency, or a contractor engaged by the highway agency to administer the highway-related service.
- i. **Sponsorship agreement.** An agreement between a recipient agency and a sponsoring organization to be acknowledged for the provision of a highway-related service, product, or monetary contribution.
- j. **Sponsorship program.** A program that allows a person, a firm, or an entity to sponsor an element of a highway agency's highway operation through the provision of highway-related services, products, or monetary contributions.

7. **What is FHWA's policy concerning sponsorship acknowledgment and agreements?**

a. **General principles.**

- (1) It is FHWA's policy to allow the use of signs to acknowledge the provision of highway-related services under both corporate and volunteer sponsorship programs. It is essential that good, basic engineering practices be followed, such as simplifying sign message content, using reasonable sign sizes as specified in the provisions of the MUTCD and this directive, and minimizing driver distraction.
- (2) The FHWA recognizes a distinction between signing intended as advertising and signing intended as a sponsorship acknowledgment. Advertising generally has little, if any, relationship to a highway service provided. Instead, the advertiser seeks to get its recognizable message, company emblem, or logo before the public, and if possible, information on how or where to obtain the company's products or services. In most cases, if the sign goes beyond recognizing the company's contribution to a particular highway service or includes telephone numbers, Internet addresses, or directional information, the sign is more properly classified as an advertising sign and not as an acknowledgment sign.

- (3) The use of highway right-of-way for advertising purposes is not allowed, except as provided in [23 U.S.C. 111\(b\)](#), Rest Areas.
 - (a) When advertising within the highway right-of-way is identified, the FHWA Division Administrator should take timely notice and develop a plan for corrective action to bring the State into compliance with the CFR.
 - (b) This policy position is consistent with the principles and intent of several laws and regulations including 23 CFR 1.23(b), 23 U.S.C. 109(d), 23 U.S.C. 111(b), 23 U.S.C. 131, and 23 CFR Part 750. Furthermore, Paragraph 3 in Section 1A.01 in the MUTCD states, “Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control.”
 - (c) These laws and regulations are based on safety and operational concerns, particularly as related to driver distraction. Highway signs and other traffic control devices convey crucial information. In order for road users to perceive and respond appropriately to critical information, the conspicuity of highway signs and other traffic control devices must be preserved so that the safe and orderly movement of traffic is not compromised.

b. Sponsorship policies and agreements.

- (1) In order to be eligible for acknowledgment within the highway right-of-way, sponsorship policies and agreements should follow these principles:
 - (a) Sponsorship agreements can allow sponsors to provide products, services, or monetary contributions.
 - (b) Sponsorship agreements may be of any duration. However, these agreements should:
 - 1 be economically viable and provide a net benefit to the public, and
 - 2 include provisions for maintenance and removal of physical elements of the sponsorship acknowledgment after the agreement expires or the sponsor withdraws.

- (c) Agreements can be applicable to a highway site, a highway corridor, or a specific highway operation. If a sponsor is making a monetary contribution, the recipient agency needs to identify specific highway sites, corridors, or operations supported by the monetary contribution in the sponsorship agreement.
 - (d) If Federal-aid funds were used within the corridor or facility for which sponsored services are being provided, then monetary contributions received as a part of sponsorship agreements shall be spent for highway purposes.
 - (e) All sponsorship agreements involving the Interstate highway system should be approved by the FHWA Division Administrator.
- (2) If a State, local, or other highway agency elects to have a sponsorship program, then the State department of transportation for that State should have a policy on sponsorship agreements that is applicable to all highways within that State. These policies are to:
- (a) be approved by the appropriate FHWA division office;
 - (b) include requirements that eligible sponsoring organizations must comply with State laws prohibiting discrimination based on race, religion, color, age, sex, national origin, and other applicable laws;
 - (c) include a termination clause for sponsorship agreements based on:
 - 1 safety concerns,
 - 2 interference with the free and safe flow of traffic, or
 - 3 a determination that the sponsorship agreement or acknowledgment is not in the public interest;
 - (d) include types of sponsors and agreements that are acceptable, consistent with applicable State and Federal laws;
 - (e) establish a requirement for facilities on which Federal-aid funds have been used, that the sponsorship money be used only for highway purposes; and

- (f) establish a recommendation for facilities on which Federal-aid funds have not been used, that the sponsorship money be used only for highway purposes.
- (3) FHWA review and approval are only for the purpose of determining consistency with this directive and the MUTCD. States and local highway agencies are responsible and liable for ensuring their policies and agreements are consistent with State and Federal laws.
- (4) The provisions of this directive apply to new and revised agreements and are intended to promote a degree of national uniformity and consistency. Existing State agreements do not have to be changed.

c. Acknowledgment signs and acknowledgment plaques.

- (1) Highway agencies may acknowledge sponsors with acknowledgment signs or acknowledgment plaques. All acknowledgment signs shall meet the general principles and specific criteria prescribed in the MUTCD, including the provisions for acknowledgment signs in Section 2H.08. Furthermore, these acknowledgment signs shall not be placed at key decision points where a driver's attention is more appropriately focused on traffic control devices, roadway geometry, or traffic conditions.
- (2) Acknowledgment signs and acknowledgment plaques:
 - (a) must meet all design and placement criteria for acknowledgment signs as covered in Part 2 of the [MUTCD](#) and all sign design principles covered in the [Standard Highway Signs and Markings Book](#);
 - (b) when located on a bikeway or shared-use path, should also be appropriately sized commensurate with the legibility needs of the bikeway or path user;
 - (c) must be placed near the site(s) being sponsored, consistent with the purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;
 - (d) must be placed at least 1 mile apart from each other if facing in the same direction and associated with the same element of the highway agency's highway operation, such as litter pickup, consistent with the

purpose and principles of traffic control devices in Parts 1 and 2 of the MUTCD;

- (e) must not display any directional information, in accordance with Section 2H.08 of the MUTCD;
 - (f) must not display telephone numbers, Internet addresses, or other legends prohibited by the MUTCD (consistent with Section 2H.08 of the MUTCD) for the purpose of contacting the sponsoring entity or to obtain information on the sponsorship program, such as how to become a sponsor at an available site; and
 - (g) should remain in place only for the duration of the agreement.
- (3) For sponsorship of rest areas, one acknowledgment sign for each direction of travel may be installed on the highway mainline. Additional acknowledgment signs may be placed within the rest area, provided that these sign legends are not visible to highway mainline traffic and do not pose safety risks to rest area users. In accordance with the provisions of the MUTCD, the acknowledgment signs must not be appended to any other sign, sign assembly, or other traffic control device. In accordance with Section 2H.08 of the MUTCD, rest area acknowledgment signs on the highway mainline should not be located within 500 feet of other traffic control devices.
- (4) For sponsorship of travel service programs that are not site-specific, such as 511 Traveler Information, Radio-Weather, Radio-Traffic, and Emergency Service Patrol, an acknowledgment plaque may be mounted in the same sign assembly below the General Service signs for these programs. The acknowledgment plaque is a horizontally oriented rectangle, with the horizontal dimension longer than the vertical dimension. The size of the acknowledgment plaque must not exceed the lesser of 1/3 of the area of the General Service sign below which it is mounted or 24 square feet. An acknowledgment plaque must not exceed 1/3 of the area of the largest size prescribed in the MUTCD for a specified standard sign below which the acknowledgment plaque is mounted, even where the standard sign is enlarged in accordance with Sections 2A.11 and 2I.01 of the MUTCD or where the size of a standard sign used is designated as Oversized in the MUTCD for its application. Where the legend of a standard sign is modified based on a State MUTCD, State Supplement, or equivalent, and results in a

sign size larger than that of the standard sign in the National MUTCD, the size of the corresponding acknowledgment plaque is governed by the size of the standard sign in the National MUTCD with the standard, unmodified legend.

- (5) The provision of highway-related services, products, or monetary contributions that occurs through naming sponsorship (sometimes referred to as “naming rights”) of officially mapped named or numbered highways is, by definition, sponsorship. Consistent with Section 2H.08 of the MUTCD, an unofficial overlay or secondary designation in the name of a sponsor on the official highway name or number through proclamation, contract, agreement, or other means, may be acknowledged within the highway right-of-way only with an acknowledgment sign. An acknowledgment sign must not display a legend that states, either explicitly or by implication, that the highway is named for the sponsor.
- (6) In accordance with Section 2H.08 of the MUTCD, in order to maintain the recognition value of official devices used for traffic control, acknowledgment signs and acknowledgment plaques shall only take the form of static, non-changeable, non-electronic legends.
- (7) Except as provided for acknowledgment plaques in Paragraph 7.c.(4) of this directive, acknowledgment sign and acknowledgment plaque messages shall not be interspersed, combined, or alternated with other official traffic control messages, either in the same display space, by adjacency in the same assembly, or by adjacency of multiple assemblies whose longitudinal separation does not meet the placement criteria contained in the MUTCD, including when placed on opposite sides of the roadway facing the same direction of travel.
- (8) Consistent with the provisions of Section 2H.08 of the MUTCD, due to the limit on their maximum overall size, acknowledgment signs and acknowledgment plaques shall not be overhead installations. Only roadside, post-mounted installations of acknowledgment signs and acknowledgment plaques are allowed.
- (9) In order that the focus remains on the service provided rather than the sponsoring entity, the sponsor logo area on an acknowledgment sign or acknowledgment plaque shall be a horizontally oriented rectangle, consistent with the MUTCD provisions on business logos in Chapter 2J of the MUTCD.

The width of this rectangle shall be at least 1.67 times its height, the total area of which shall not exceed the maximum referenced or specified elsewhere in this directive and in the MUTCD. The word legend describing the activity, such as "SPONSORED BY," shall be composed of upper-case lettering of the FHWA Standard Alphabets at least 3 inches high on conventional roads and at least 4 inches high on expressways and freeways.

- (10) When a graphic logo is used to represent the sponsor (instead of a word legend using the FHWA Standard Alphabets), the logo shall be the principal trademarked official logo that represents the corporate name of the sponsor. Secondary logos or representations—even if trademarked, copyrighted, or otherwise protected—are classified as promotional advertising and shall not be allowed in accordance with Section 1A.01 of the MUTCD.
- (11) An alternative business name whose sole or primary purpose appears to be to circumvent the provisions of the MUTCD is classified as promotional advertising rather than an acknowledgment of a sponsoring entity of a highway-related service. In accordance with Section 1A.01 of the MUTCD, promotional advertising shall not be allowed on any traffic control device or its supports.
- (12) Acknowledgment signs or acknowledgment plaques that include displays mimicking advertising shall not be allowed. The determination of whether a sign mimics or constitutes advertising lies with the FHWA. In accordance with Section 2H.08 of the MUTCD, a brief jurisdiction-wide slogan may be displayed on an acknowledgment sign. The slogan displayed is that of the program name, such as "ADOPT-A-HIGHWAY." Slogans for companion, supplementary, or other programs unrelated to the service being sponsored shall not be displayed on any acknowledgment sign or acknowledgment plaque.
- (13) The provisions of this directive apply to new and modified installations and are intended to promote a degree of national uniformity and consistency. Existing acknowledgment signs already installed do not have to be changed except when they are no longer serviceable or when a modification of the sponsor name or logo on the existing acknowledgment sign occurs for any reason.

d. **Policy conclusion.**

- (1) If a proposed sponsorship agreement cannot meet the above criteria, acknowledgment signs or acknowledgment plaques should not be considered; however, the other forms of acknowledgment (such as acknowledgment on transponders, service patrol vehicles, maintenance vehicles, outreach and educational materials, and Internet Web sites, as well as within telephone messages such as those of 511 systems) may still be considered. Safe and orderly movement of traffic must not be compromised with the use of these acknowledgment signs or acknowledgment plaques. Safety is, in fact, the overriding issue when there is any doubt as to whether an acknowledgment sign or acknowledgment plaque is appropriate.
- (2) The nature of highway financing is evolving, and private sector investment promises to be a significant source of revenue. Sponsorship programs are being used or considered by many States to meet current and future highway construction and maintenance needs. The FHWA will continue to work with highway agencies to assure that these programs are administered in a safe and effective manner.

8. **What are FHWA's responsibilities?**

a. **FHWA Federal-aid Division Offices**

- (1) Inform public agencies of this directive.
- (2) Review State policy on sponsorship acknowledgment in the highway right-of-way for consistency with this directive and the MUTCD, and approve if consistent.
- (3) Review State sponsorship agreements for acknowledgment on Interstate highways for consistency with this directive and the MUTCD, and approve if consistent.
- (4) Perform periodic review or risk-based assessment of State policy and agreements on sponsorship acknowledgment in the highway right-of-way.

b. **FHWA Office of Operations**

- (1) Provide guidance and technical assistance to division offices on issues related to sponsorship acknowledgment in the highway right-of-way.

**EXHIBIT F:
NCDOT SPONSORSHIP POLICY AND PROCEDURES**

North Carolina Department of Transportation

Sponsorship Policy & Procedures



September 4, 2014

SPONSORSHIP POLICY AND PROCEDURES

PURPOSE

This document establishes a policy concerning the North Carolina Department of Transportation (Department) sponsorship program that allows for private sponsorship of the Department's operational activities or other highway-related services or programs, in return for acknowledgment of that sponsorship. This document establishes the Department's general policy for sponsorship programs. It is intended to be open-ended enough to encompass current and potential sponsorship opportunities, while ensuring conformity with appropriate Federal and State guidelines.

Sponsorship is an innovative way to offset the cost of operations while providing enhanced services to the citizens of North Carolina. The Department will be receptive to program, project and site sponsorship opportunities. An April 23, 2008 memo from the Federal Highway Administration (FHWA) available at <http://www.ops.fhwa.dot.gov/regulationpolicy/fmpmemo/> urged state DOTs to seek sponsorship opportunities for programs facing funding challenges, such as congestion management and traveler information systems. FHWA's support for and guidance on these programs is included in FHWA Order 5160.1A dated April 7, 2014, available at <http://www.fhwa.dot.gov/legsregs/directives/orders/51601a.cfm>.

This document serves as a guideline governing acknowledgment of sponsorship and revenue generation agreements, or contracts, related to transportation infrastructure and programs under the Department's jurisdiction. The provisions of this document apply to new and modified installations placed under a Sponsorship Agreement executed on or after the effective date of this policy. Existing acknowledgment signs already installed do not have to be modified to accommodate this policy.

This document does not govern the procurement of Sponsorship Agreements. Procurement of such agreements will generally be in accordance with the North Carolina Department of Transportation Public Private Partnerships Policy & Procedures, or as otherwise required by applicable law.

AUTHORITY

FHWA Order 5160.1A

General Statue 136-28.1(l)

General Statue 136-28.1(m)

General Statue 136-82(f)

Session Law 2014-58

DEFINITIONS

Acknowledgment Sign:	Signs that are intended only to inform the traveling public that a highway-related service, product, or monetary contribution has been sponsored by a person, firm, or entity. Acknowledgment signs are installed only as independent sign assemblies.
Acknowledgment Plaque:	Plaques that are intended only to inform the traveling public that a highway-related service, product or monetary contribution has been sponsored by a person, firm or entity. Acknowledgment plaques are installed only in the same assembly below the primary sign that provides the road user specific information on accessing the service being sponsored.
Advertise:	To provide information on a sign which includes, but is not limited to, any of the following: promotional offers, location directions, a listing of amenities, descriptive words or phrases, telephone numbers, Internet addresses including domain names, slogans or any message that is extraneous to the identification of a sponsoring person, firm, or entity.
Advertisement or Advertising Sign:	A sign that is intended to promote commercial products or services through the use of slogans and information and informs the public on where to obtain the products or services.
Department:	North Carolina Department of Transportation.
MUTCD:	Manual on Uniform Traffic Control Devices. Published by the FHWA to define the standards used by road managers nationwide to install and maintain traffic control devices.
Rest area:	An area or site established and maintained within or adjacent to the right-of-way of an interstate or primary highway under supervision and control of the Department for the safety, recreation, and convenience of the traveling public.
Sponsor:	A person, firm or entity which has been approved by the Department for the sponsorship program.
Sponsorship Agreement:	An agreement or contract between the Department and a sponsoring organization to be acknowledged for a highway-related service, product or monetary contribution provided.
Sponsorship Oversight Committee:	Committee including representatives from the Office of the Secretary of Transportation, Chief

Engineer's Office, Financial Management Division, Technical Services Division, Preconstruction, Transportation Program Management Unit, Transportation Mobility and Safety Division that will serve to oversee the Sponsorship Program.

Sponsorship Program:

The program administered by the Department that allows a person, a firm, or an entity to sponsor an element of the Department's highway operation through the provision of highway-related services, products and any voluntary or monetary contributions.

SPONSORSHIP CONCEPT

The general concept is to support or supplement Department operations and maintenance program activities through voluntary activities and/or funds generated by sponsorship. The sponsoring entity may either provide or support the maintenance, operation or enhancement of Department programs, services or facilities. In return, sponsors will receive acknowledgment signs/plaques or other forms of acknowledgment that will publicly recognize their partnership with the Department.

The Sponsorship Program will allow for private sponsorship of Department operational activities or other highway-related services or programs. Under this Sponsorship Program, the Department may enter into a sponsorship agreement with a person, firm or entity through which the Department would receive a highway-related service, product or monetary contribution in exchange for acknowledging the person, firm or entity. Sponsorship agreements may be of any duration that is economically sustainable and that provides a net benefit to the public. A sponsorship agreement concerning any portion of the interstate highway system shall be subject to approval by the Federal Highway Administration.

Sponsorship opportunities may be of varying duration, and may include, but not be limited to:

- Adopt-A-Highway litter removal program
- Sponsor-A-Highway litter removal programs
- Traveler information services, such as 511
- Incident Management Assistance Patrols
- Weigh stations
- Rest Areas and Welcome Centers
- Ferries and Ferry support facilities
- Print and electronic publications
- Highway beautification
- Smartphone applications
- Other highway facilities

Pursuant to the FHWA Policy on Sponsorship Acknowledgment and Agreements Within the Public Right-of-Way dated April 7, 2014:

- For facilities on which federal aid funds have been used, the sponsorship money must be used only for highway purposes.
- For facilities on which federal aid funds have not been used, the sponsorship money must be used in accordance with applicable State Law.
- To be an eligible sponsoring organization, an entity must comply with Federal and State laws prohibiting discrimination based on race, color, age, sex, disability, national origin, and other applicable laws.
- Agreements will include provisions for the operations or maintenance of physical elements during the contractual term and removal after the agreement expires or the sponsor withdraws.
- Agreements will include termination clauses for sponsorship agreements based on:
 - Safety concerns,
 - Interference with the free and safe flow of traffic, or
 - A determination that the sponsorship agreement or acknowledgment is not in the State or public interest.

ACKNOWLEDGMENT POLICY

Federal and State law prohibits advertising on public right-of-way. This position is founded on safety and operational concerns, particularly as related to driver distraction. The Department makes a distinction between advertising and acknowledgement, as consistent with an FHWA Order 5160.1A. Advertising generally has little, if any, relationship to a highway service provided. A sign that goes beyond recognizing the company's contribution to a particular highway service at a specific highway site, or that includes telephone numbers, internet addresses, or directional information, is considered advertising, not acknowledgement.

While advertising on the public right-of-way is not allowed, acknowledging a sponsor for providing a highway related service is allowed. Acknowledgment is a way of recognizing an individual, company, business, volunteer group or other entity that contributes to the support of a highway-related service. Acknowledgement signs/plaques must comply with the FHWA's Manual on Uniform Traffic Control Devices, the Standard Highway Signs and Markings Book, and FHWA Order 5160.1A. Placement and design of acknowledgement signs/plaques should follow sound and basic engineering practices such as simplifying sign message content, reasonable sign sizes, and minimizing driver distraction.

SPONSORSHIP OVERSIGHT COMMITTEE

Various subcommittees will be established on an as-needed basis to oversee the development of specific Sponsorship Agreements and study and recommend sponsorship opportunities. However, the Department will maintain a leadership level Sponsorship Oversight Committee to oversee the Sponsorship Program. The Sponsorship Oversight Committee shall:

- Implement and administer the Sponsorship Program in a manner that ensures it is compliant with pertinent federal and state laws, rules, regulations, and orders, and allows the person, firm or entity to sponsor operational activities or other highway-related services or programs through the provision of a highway-related service, product, or

monetary contribution.

- Be responsible for timely review and decisions regarding new sponsorship agreements, issues, and other new opportunities;
- Be responsible for rendering decisions related to questions regarding federal or state regulatory agency directives pertaining to sponsorship;
- Be responsible for continuous oversight and review of the Sponsorship Program;
- Ensure that sponsorship money for Federal-aid facilities is only used for highway purposes. Ensure that sponsorships that are revenue-neutral provide benefits to the Department that could not be otherwise be realized without implementation of the sponsorship;
- Recommend to the Board of Transportation the termination of any agreement or contract when any aspect thereof creates safety concerns, interferes with the free and safe flow of traffic or is determined not to be in the State or public interest;
- Seek and receive approval from the FHWA Division Administrator for all sponsorship agreements involving the Interstate system.

The Sponsorship Oversight Committee will primarily be responsible for maintaining this policy and for providing advice, direction and coordination regarding the Department's Sponsorship Program. The Sponsorship Oversight Committee will determine whether the opportunity is appropriate and acceptable to the Department, and consistent with the policies and directives of the Department and the FHWA. Specific subject matter experts may be called upon for assistance as required.

Once an opportunity has been selected, the committee will identify the program(s) eligible for sponsorship and request that the Transportation Program Management Unit (TPMU), in concert with other applicable business units, prepare the Request for Information (RFI), Request for Qualifications (RFQ), and/or Request for Proposal (RFP) and associated Sponsorship Agreement.

REVENUE PROPOSAL SHEET

PROPOSER: _____

Year One Guaranteed Revenue to NCDOT for IMAP \$ _____; _____ %
Sponsorship

Year Two Guaranteed Revenue to NCDOT for IMAP \$ _____; _____ %
Sponsorship

TOTAL AMOUNT OF GUARANTEED REVENUE \$ _____; 100 %
FOR TWO (2) YEARS

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

CORPORATION

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

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

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

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____
Secretary / Assistant Secretary
Select appropriate title

By _____
President / Vice President / Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

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

PARTNERSHIP

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

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

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

SIGNATURE OF CONTRACTOR

_____ Full Name of Partnership

_____ Address as Prequalified

_____ By _____
Signature of Witness Signature of Partner

_____ Print or type Signer's name

_____ Print or type Signer's name

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Witness

Signature of Member / Manager / Authorized Agent
Select appropriate title

Print or type Signer's name

Print or type Signer's Name

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

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF CONTRACTORS

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By _____
Signature of Contractor

Print or type Signer's name _____
Print or type Signer's name

If Corporation, affix Corporate Seal

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

Contract No **21IM.20**

County (ies): **Various**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

Contract Officer

Date

Execution of Contract and Bonds
Approved as to Form:

Attorney General