

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 10

PROPOSAL

DATE AND TIME OF BID OPENING: Wednesday April 04, 2018 AT 2:00 P.M.

CONTRACT ID: 10-01-084

WBS ELEMENT NO.: 10.201312 & 10.208412

COUNTY: Cabarrus & Stanly

TIP NO.: None

MILES: 353

LOCATION: Various Secondary Roads

TYPE OF WORK: Installation of Paint Pavement Markings

AVAILABILITY DATE: April 23, 2018

COMPLETION DATE: June 23, 2018

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOTWITHSTANDING THESE LIMITATIONS ON BIDDING, THE BIDDER WHO IS AWARDED ANY FEDERAL - AID FUNDED PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING.

THIS IS A ROADWAY PROJECT.

BID BONDS ARE REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 10-01-084 IN CABARRUS & STANLY COUNTY, NORTH CAROLINA**

Date _____ 20 _____

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **10-01-084**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **10-01-084** in **CABARRUS & STANLY COUNTY**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, January 2018* with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the construction and work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

If the proposal is accepted and the award is made, the contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except over the signature of the said Contract Officer or Division Engineer.

The quantities shown in the itemized proposal for the project are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the quantity of any item or portion of the work as may be deemed necessary or expedient.

An increase or decrease in the quantity of an item will not be regarded as sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for the contract.

Accompanying this bid is a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Bidder shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by him, as provided in the Standard Specifications; otherwise said deposit will be returned to the Bidder.

INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures. *****Unit prices shall be limited to TWO decimal places.*****
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE ENTIRE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 10 OFFICE 716 WEST MAIN ST, ALBEMARLE, NC 28001 BY 2:00 PM ON WEDNESDAY APRIL 04, 2018.**
12. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:

**QUOTATION FOR PAINT PAVEMENT MARKINGS IN CABARRUS & STANLY CO.
TO BE OPENED AT 2:00 P.M. ON WEDNESDAY, APRIL 04, 2018.**

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**Mr. Terry Burleson
NC Department of Transportation
716 West Main St
Albemarle NC, 28001**

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PROJECT SPECIAL PROVISIONS (GENERAL)

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation *2018 Standard Specifications for Roads and Structure*, the North Carolina Department of Transportation *2018 Roadway Standards Drawings*, the current edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall keep himself/herself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *Standard Specifications*.

CONTRACT TIME AND LIQUIDATED DAMAGES:

(7-1-95) (Rev. 12-18-07)

108

SP1 G10 A

The date of availability for this contract is **April 23, 2018**.

The completion date for this contract is **June 23, 2018**

Except where otherwise provided by the contract, observation periods required by the contract will not be a part of the work to be completed by the completion date and/or intermediate contract times stated in the contract. The acceptable completion of the observation periods that extend beyond the final completion date shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Hundred Dollars (\$500.00)** per calendar day.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 A

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices for lane closures and restoring traffic to its normal pattern. The Contractor shall not close or narrow a lane of traffic on **any road** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**Monday thru Friday
6:00 a.m. to 9:00 a.m.
4:00 p.m. to 6:00 p.m.**

In addition, the Contractor shall not close or narrow a lane of traffic on **any road**, detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including the following schedules:

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.

- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 a.m. Thursday and 9:00 a.m. Monday.
- For **Memorial Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 9:00 a.m. the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 9:00 a.m. the Tuesday after Independence Day.

- For **Labor Day**, between the hours of 6:00 a.m. Friday and 9:00 a.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Wednesday and 9:00 a.m. Monday.
- For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 9:00 a.m. the following Tuesday after the week of Christmas Day.

Holidays and holiday weekends shall include New Year's, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that lane closures are not required during these periods, unless otherwise directed by the Engineer.

The time of availability for this intermediate contract work shall be the time the Contractor begins to install all traffic control devices for lane closures according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor is required to complete the removal of all traffic control devices for lane closures according to the time restrictions stated herein and place traffic in a 2-lane, 2-way pattern.

The liquidated damages are ONE THOUSAND DOLLARS (\$1000.00) per hour or any portion thereof.

DIVISION CONTRACT PREQUALIFICATION:

(07-01-14)(12-1-16)

SPD 01-410

Any firm that wishes to bid as a prime contractor shall be prequalified with NCDOT as a Bidder or PO Prime Contractor prior to submitting a bid. Information regarding prequalification can be found at: <https://connect.ncdot.gov/business/Prequal/Pages/default.aspx>.

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor's construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

BOND REQUIREMENTS:

(06-01-16)

102-8, 102-10

SPD 01-420A

A Bid Bond is required in accordance with Article 102-10 of the *2018 Standard Specifications for Roads and Structures*.

Contract Payment and Performance Bonds are required in accordance with Article 103-7 of the *2018 Standard Specifications for Roads and Structures*.

PROSECUTION OF WORK:

(7-1-95) (Rev. 8-21-12)

108

SP1 G15R

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **Five Hundred Dollars (\$500.00)** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

NO MAJOR CONTRACT ITEMS:

(2-19-02) (Rev. 8-21-07)

104

SP1 G31

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

NO SPECIALTY ITEMS:

(7-1-95)

108-6

SP1 G34

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

EXTENSION OF CONTRACT TIME:

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

CLAIMS FOR ADDITIONAL COMPENSATION:

The Contractor's attention is directed to the fact that Article 104-5 of the *2018 Standard Specifications* pertaining to revised contract unit prices will not apply to this contract. The Contractor will not be entitled to an adjustment in contract unit price for any item that may underrun or overrun the estimated contract quantities.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the Engineer 48 hours in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required.

NIGHT OPERATIONS:

Verification of any city or county permits, required for night work, shall be provided to the Engineer if the contractor wants to work at night. Also, before the contractor begins his operations during night hours, he shall submit in writing, a full and complete plan for traffic control and construction lighting which shall be approved by the engineer prior to construction.

All traffic control devices used outside of closure areas shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standard Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE**(DIVISIONS):**

(10-16-07)(Rev. 5-15-18)

102-15(J)

SP1 G67

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the Combined MBE/WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

Combined MBE/WBE Goal: A portion of the total contract, expressed as a percentage that is to be performed by committed MBE/WBE subcontractors.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the Combined MBE / WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.

Contract Goal Requirement - The approved participation at time of award, but not greater than the advertised Combined MBE/WBE contract goal.

Goal Confirmation Letter - Written documentation from the Department to the bidder confirming the Contractor's approved, committed participation along with a listing of the committed MBE and WBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor.

MBE Participation (Anticipated) - A portion of the total contract, expressed as a percentage that is anticipated to be performed by committed MBE subcontractor(s).

Minority Business Enterprise (MBE) - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for MBE/WBE certification. The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

WBE Participation (Anticipated) - A portion of the total contract, expressed as a percentage that is anticipated to be performed by committed WBE subcontractor(s).

Women Business Enterprise (WBE) - A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

RF-1 *MBE/WBE Replacement Request Form* - Form for replacing a committed MBE or WBE.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.
<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the amount listed at the time of bid.
<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.
[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

Combined MBE/WBE Goal

The Combined MBE/WBE Goal for this project is **0.0 %**

The Combined Goal was established utilizing the following anticipated participation for Minority Business Enterprises and Women Business Enterprises:

(A) **Minority Business Enterprises 0.0 %**

- (1) *If the anticipated MBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated MBE participation is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

(B) Women Business Enterprises 0.0 %

- (1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.
- (2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

The Bidder is required to submit only participation to meet the Combined MBE/WBE Goal. The Combined Goal may be met by submitting all MBE participation, all WBE participation, or a combination of MBE and WBE participation.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as MBE and WBE certified shall be used to meet the Combined MBE / WBE goal. The Directory can be found at the following link.

[https:// www.ebs.nc.gov/VendorDirectory/default.html](https://www.ebs.nc.gov/VendorDirectory/default.html)

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal for which letters of intent are received will follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of Expedite, the bidding software of Bid Express®.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in Expedite, the bidder may use the dropdown menu to access the name and address of the firms.

- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
 - (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.
- (B) Paper Bids
- (1) *If either the Combined MBE/ WBE goal is more than zero,*
 - (a) Bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation, including the names and addresses on *Listing of MBE and WBE Subcontractors* contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE and WBE participation for the contract.
 - (b) If bidders have no MBE or WBE participation, they shall indicate this on the *Listing of MBE and WBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have MBE and WBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be rejected.
 - (c) The bidder shall be responsible for ensuring that the MBE/WBE is certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.
 - (2) *If the Combined MBE/WBE Goal is zero,* entries on the *Listing of MBE and WBE Subcontractors* are not required for the zero goal, however any MBE or WBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

When a certified MBE or WBE firm bids on a contract that contains a Combined MBE/WBE Goal, the firm is responsible for meeting the goals or making good faith efforts to meet the goal, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet the Combined MBE/WBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the MBE or WBE bidder and any other similarly certified subcontractors will count toward the goal. The MBE or WBE bidder shall list itself along with any MBE or WBE subcontractors, if any, in order to receive credit toward the goals.

MBE/WBE prime contractors shall also follow Sections A or B listed under *Listing of MBE/WBE Subcontractors* just as a non-MBE/WBE bidder would.

Written Documentation – Letter of Intent

The bidder shall submit written documentation for each MBE/WBE that will be used to meet the Combined MBE/WBE goal of the contract, indicating the bidder's commitment to use the MBE/WBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

If the bidder fails to submit the Letter of Intent from each committed MBE and WBE to be used toward the Combined MBE/WBE goal, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the Combined MBE/WBE goal. If the lack of this participation drops the commitment below Combined MBE/WBE goal, the Contractor shall submit evidence of good faith efforts for the goal not met, completed in its entirety, to the Engineer no later than 2:00 p.m. of the eighth calendar day following opening of bids, unless the eighth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Banking MBE/WBE Credit

If the committed MBE/WBE participation submitted by Letter of Intent exceeds the algebraic sum of the Combined MBE/WBE goal by \$1,000 or more, the excess will be placed on deposit by the Department for future use by the bidder. Separate accounts will be maintained for MBE and WBE participation and these may accumulate for a period not to exceed 24 months.

When the apparent lowest responsive bidder fails to submit sufficient participation by MBE and WBE firms to meet the advertised goal, as part of the good faith effort, the Department will consider allowing the bidder to withdraw funds to meet the Combined MBE/WBE goal as long as there are adequate funds available from the bidder's MBE and WBE bank accounts.

Submission of Good Faith Effort

If the bidder fails to meet or exceed the Combined MBE/WBE goal, the apparent lowest responsive bidder shall submit to the Department documentation of adequate good faith efforts made to reach that specific goal.

One complete set and **3** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were

solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with a Combined MBE/WBE Goal More Than Zero

Adequate good faith efforts mean that the bidder took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient MBE/WBE participation. Adequate good faith efforts also mean that the bidder actively and aggressively sought MBE/WBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a bidder has made. Listed below are examples of the types of actions a bidder will take in making a good faith effort to meet the goals and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D) (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications

for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.

- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

In addition, the Department may take into account the following:

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE goal.
- (2) The bidders' past performance in meeting the contract goal.
- (3) The performance of other bidders in meeting the advertised goal. For example, when the apparent successful bidder fails to meet the goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the advertised goal, but meets or exceeds the average MBE and WBE participation obtained by other bidders, the Department may view this,

in conjunction with other factors, as evidence of the apparent successful bidder having made a good faith effort.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy to the Department that the Combined MBE/WBE goal can be met or that an adequate good faith effort has been made to meet the advertised goal.

Non-Good Faith Appeal

The Engineer will notify the contractor verbally and in writing of non-good faith. A contractor may appeal a determination of non-good faith made by the Goal Compliance Committee. If a contractor wishes to appeal the determination made by the Committee, they shall provide written notification to the Engineer. The appeal shall be made within 2 business days of notification of the determination of non-good faith.

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal

(A) Participation

The total dollar value of the participation by a committed MBE/WBE will be counted toward the contract goal requirements. The total dollar value of participation by a committed MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.

(B) Joint Checks

Prior notification of joint check use shall be required when counting MBE/WBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 (*Joint Check Notification Form*) and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the anticipated MBE participation. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal requirement. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the MBE or WBE participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified firms and there is no interest or availability, and they can get assistance from other certified firms, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE breakdown. If a MBE or WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

When a MBE or WBE performs as a participant in a joint venture, the Contractor may count toward its contract goal requirement a portion of the total value of participation with the MBE or WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE or WBE performs with its forces.

(E) Suppliers

A contractor may count toward its MBE /WBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from a MBE or WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

A contractor may count toward its MBE /WBE requirement the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:

- (1) The fees or commissions charged by a MBE/WBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a MBE/WBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is

actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

The following factors will be used to determine if a MBE or WBE trucking firm is performing a commercially useful function:

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.
- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has

exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination. The prime contractor must give the MBE/WBE firm 5 days to respond to the prime contractor's notice of termination and advise the prime contractor and the Department of the reasons, if any, why the firm objects to the proposed termination of its subcontract and why the Department should not approve the action.

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*Replacement Request*). If the Contractor fails to follow this procedure, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of a committed MBE/WBE:

(A) Performance Related Replacement

When a committed MBE/WBE is terminated for good cause as stated above, an additional MBE/WBE that was submitted at the time of bid may be used to fulfill the MBE/WBE commitment to meet the Combined MBE/WBE Goal. A good faith effort will only be required for removing a committed MBE/WBE if there were no additional MBEs/WBEs submitted at the time of bid to cover the same amount of work as the MBE/WBE that was terminated.

If a replacement MBE/WBE is not found that can perform at least the same amount of work as the terminated MBE/WBE, the Contractor shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.

- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
 - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
 - (3) A list of reasons why MBE/WBE quotes were not accepted.
 - (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.
- (B) Decertification Replacement
- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
 - (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBEs/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek

additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a MBE/WBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

When using transportation services to meet the contract commitment, the Contractor shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved contractor from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBEs/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from being approved for further work on future projects until the required information is submitted.

Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2018 Standard Specifications* may be cause to disqualify the Contractor.

OUTSOURCING OUTSIDE THE USA:

(9-21-04) (Rev. 5-16-06)

SP1 G150

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

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

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

PROJECT SPECIAL PROVISIONS (ROADWAY)

SCOPE OF WORK:

This contract is for the remarking of existing paint pavement markings as shown in the attached road list for Cabarrus and Stanly Counties. The Contractor shall furnish all labor and materials for the project in accordance with the *2018 Standard Specifications* and/or Special Provisions herein.

MOBILIZATION:

The Contractor will be required to mobilize within the specified time frame. Mobilization shall be considered incidental to the other bid items in this contract. No direct payment will be made for Mobilization.

PLACEMENT OF REFLECTORIZED WATERBORNE PAINT PAVEMENT MARKINGS:

The work in this project shall consist of the placement of a single application of 4 inch wide, reflectorized, waterborne paint pavement markings in the form of lane lines, centerlines, edge lines, and mini skip lines. Unless otherwise directed by the Engineer or Inspector, the Contractor shall retrace existing pavement markings. The markings shall be installed on roads that have previously been painted. Existing Thermoplastic Markings shall not be painted. The markings shall be of the color and width as specified in the *Standard Specifications* and *Roadway Standard Drawings*. Waterborne paint pavement markings shall be installed in accordance with Section 1205 of the *2018 Standard Specifications* and the *Roadway Standard Drawings*.

Approximately 353 miles of previously painted secondary roads will be painted as directed by the Engineer. The approximate miles to be painted in each county are as follows:

<u>County</u>	<u>Miles</u>
Cabarrus	143
Stanly	210

NCDOT reserves the right to add, delete or change the routes or shorten sections of routes in any county. No adjustment in price will be made due to any changes.

Payment will be made in accordance with Section 1205 of the *2018 Standard Specifications for Roads and Structures*.

ESTIMATED QUANTITY BREAKDOWN:

Line Type	Approx. Quantity
Paint Pavement Marking Lines 4" White	3,764,500 LF
Paint Pavement Marking Lines 4" Yellow	3,667,000 LF

NOTES TO CONTRACTOR:

The Contractor will not be allowed to leave any waste materials along the roadway. The Contractor will be responsible for the proper disposal of all packaging material at an approved landfill.

Any work that is deemed not acceptable by the Engineer shall be corrected at no cost to the Department.

TRAFFIC CONTROL:

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. The Contractor shall not close more than one lane at a

time without written permission from the Engineer. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence cannot be altered without written permission of the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with the *Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

**All Traffic Control is considered incidental to various other items in the contract.
There will be no direct payment for any Traffic Control items.**

WORK ZONE SIGNING:

(01-17-12)(01-09-12)

RWZ-3

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *2018 Standard Specifications*, the *2018 Roadway Standard Drawings* and the following provisions:

Furnish, install, maintain and remove advance warning work zone signs and any required lane closure signing.

All work zone signs may be portable.

Construction Methods**(A) Advance Warning Work Zone Signs**

Install advance warning work zone signs in accordance with Standard Drawing No. 1101.01, 1101.02 and 1110.01 of the *2018 Roadway Standard Drawings* prior to beginning of work and remove upon final completion of the repair.

(B) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the repair in accordance with the Standard Drawing No. 1101.02, 1101.11 and 1110.02 of the *2018 Roadway Standard Drawings*.

Measurement and Payment

No direct payment will be made for providing work zone signing.

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS:

(5-20-08)

Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(E) of the 2018 Standard Specifications.

ERRATA:

(1-16-18)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 7

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

PLANT AND PEST QUARANTINES:

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

(3-18-03) (Rev. 12-20-16)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment

prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <http://www.ncagr.gov/plantindustry/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed, emerald ash borer, or other noxious weeds.

MINIMUM WAGES:

(7-21-09)

Z-5

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

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

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

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

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

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

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

ON-THE-JOB TRAINING:

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

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties.

The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

<u>LISTING OF MBE/WBE SUBCONTRACTORS</u>					Sheet _____ of _____
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				
Name	MBE				
Address	WBE				

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

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

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

MBE Percentage of Total Contract Bid Price _____%

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

WBE Percentage of Total Contract Bid Price _____%

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

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency as:

Name of MBE/WBE/DBE Subcontractor _____

Address _____

City _____ State _____ Zip _____

Please check all that apply:
 Minority Business Enterprise (MBE)____
 Women Business Enterprise (WBE)____
 Disadvantaged Business Enterprise (DBE)____

The MBE /WBE /DBE status of the above named subcontractor is certified by the North Carolina Department of Transportation. The above named subcontractor is prepared to perform the described work listed on the attached MBE/WBE/DBE Commitment Items sheet, in connection with the above contract upon execution of the bid and subsequent award of contract by the Local Public Agency. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the MBE/WBE/DBE Commitment Items sheet and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” MBE/WBE/DBE Commitment Items sheet:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor

Name of Bidder

Signature / Title

Signature / Title

Date

Date

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

**INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME**

NAME: _____

MAILING ADDRESS: STREET/PO BOX: _____

CITY, STATE, ZIP: _____

DBA / TRADE NAME (IF APPLICABLE): _____

- INDIVIDUAL (use Social Security No.) SOLE PROPRIETER (use SS No. or Fed ID No.)
- CORPORATION (use Federal ID No.) PARTNERSHIP (use Federal ID No.)
- ESTATE/TRUST (use Federal ID no.) STATE OR LOCAL GOVT. (use Federal ID No.)
- OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)

OR

FED.EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (Prefer Not To Answer, African American, Native American, Caucasian American, Asian American, Hispanic American, Asian-Indian American, Other: _____)

What is your firm's gender? (Prefer Not to Answer, Male, Female) **Disabled-Owned Business?** (Prefer Not to Answer, Yes, No)

IRS CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE

DATE

PHONE NUMBER

To avoid payment delays, completed forms should be returned promptly to the Contract Administrator.

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ADDENDUM(S)

(3-3-2014)

ADDENDUM #1

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____ representing _____
(SIGNATURE)

Acknowledge receipt of Addendum #3.

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

CORPORATION

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

_____ 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

Date of Execution _____

CORPORATE SEAL

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

LIMITED LIABILITY COMPANY

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

_____ 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

Date of Execution _____

**EXECUTION OF BID
NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION
INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

_____ Individual name

Trading and doing business as

_____ Full name of Firm

_____ Address as Prequalified

_____ Signature of Witness

_____ Signature of Prequalified Bidder, Individually

_____ Print or type Signer's name

_____ Print or type Signer's name

Date of Execution _____

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or type name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

Date of Execution _____

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NC

BID BOND

Principal: _____
Name of Principal Contractor

Surety: _____
Name of Surety

Contract Number: _____ County: _____

Date of Bid: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL CONTRACTOR (hereafter, PRINCIPAL) and SURETY above named, are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the proposal, and if the Board of Transportation shall award a contract to the Principal, the Principal shall, within fourteen (14) calendar days after written notice of award is received by him, provide bonds with good and sufficient surety, as required for the faithful performance of the contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal requests permission to withdraw his bid due to mistake in accordance with the provisions of Article 103-3 of the *Standard Specifications for Roads and Structures*, the conditions and obligations of this Bid Bond shall remain in full force and effect until the Department of Transportation makes a final determination to either allow the bid to be withdrawn or to proceed with award of the contract. In the event a determination is made to award the contract, the Principal shall have fourteen (14) calendar days to comply with the requirements set forth above. In the event the Principal withdraws its bid after bids are opened except as provided in Article 103-3, or after award of the contract has been made fails to execute such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

This the _____ day of _____, 20 _____

Surety

By _____
General Agent or Attorney-in-Fact Signature

Seal of Surety

Print or type Signer's Name

**45
BID BOND**

CORPORATION

SIGNATURE OF CONTRACTOR (Principal)

Full name of Corporation

Address as prequalified

By _____

Signature of President, Vice President, Assistant Vice President

Select appropriate title

Print or type Signer's name

Affix Corporate Seal

Attest

Signature of Secretary, Assistant Secretary

Select appropriate title

Print or type Signer's name

**46
BID BOND**

LIMITED LIABILITY COMPANY

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Full name of Firm

Address as prequalified

**Signature of Member/
Manager/Authorized Agent**

Individually

Print or type Signer's name

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

SIGNATURE OF CONTRACTOR (Principal)

Name of Contractor

Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Contractor

Individually

Print or type Signer's name

Signature of Witness

Print or type Signer's name

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

SIGNATURE OF CONTRACTOR (Principal)

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

49
BID BOND

PARTNERSHIP

SIGNATURE OF CONTRACTOR (Principal)

Full name of Partnership

Address as prequalified

By

Signature of Partner

Print or type Signer's name

Signature of Witness

Print or type Signer's name

50

BID BOND

JOINT VENTURE (2 or 3)

SIGNATURE OF CONTRACTORS (Principal)

Instructions to Bidders: **2 Joint Ventures**, Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3), (4) and execute. Line (1), print or type the name of Joint Venture. On line (2), print or type the name of one of the joint venturers and execute below in the appropriate manner required by Article 102-8 of the *Specifications*. On Line (3), print or type the name of second joint venturer and execute below in the appropriate manner required by said article of the Specifications. On Line (4), print or type the name of the third joint venturer, if applicable and execute below in the appropriate manner required by said article of the Specifications. This form of execution must be strictly followed.

(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

ITEMIZED PROPOSAL FOR 10-01-084

WBS # 10.201312 & 10.208412 TIP# NA FA# NA

Type of Work Installation of Paint Pavement Markings

County Cabarrus & Stanly

Location Various Secondary Roads

LINE NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	7,431,500	LF		
Total Bid for Project							

<p>CONTRACTOR _____</p> <p>ADDRESS _____</p> <p>_____</p> <p>Federal ID No. _____</p> <p>Contr. License No. _____</p> <p>Telephone No. _____</p> <p>Vendor No. _____</p> <p>Authorized Agent _____</p> <p>Signature _____</p> <p>Witness _____</p> <p>Signature _____</p>	<div style="border: 1px solid black; width: 100%; height: 100%; display: flex; align-items: center; justify-content: center;"> <p style="font-size: 1.2em; margin: 0;">CORPORATE SEAL</p> </div>
<p>Title _____</p> <p>Date _____</p> <p>Title _____</p> <p>Date _____</p>	

Locations for Cabarrus County										
Route	To	To MP	From	From MP	Centerline?	Edgeline?	Paint Miles	Road Miles	Paint LF	Task #
SR 1100	NC 24	8.58	SR 1132	1.64	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	27.76	6.94	146,573	
SR 1105	US 601	1.67	SR 1006	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.68	1.67	35,270	
SR 1113	Union Co.	2.78	SR 1114	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.12	2.78	58,714	
SR 1114	Stanly Co.	1.92	SR 1189	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.68	1.92	40,550	
SR 1115	SR 1113	1.07	US 601	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.28	1.07	22,598	
SR 1116	US 601	1.17	SR 1113	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.68	1.17	24,710	
SR 1118	Meck Co.	1.16	SR 1117	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.64	1.16	24,499	
SR 1120	US 601	1.64	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.56	1.64	34,637	
SR 1121	SR 1120	3.48	SR 1123	2.50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.92	0.98	20,698	
SR 1123	SR 1125	3.22	US 601	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12.88	3.22	68,006	
SR 1127	SR 1121	3.69	NC 24	2.69	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.00	1.00	21,120	
SR 1127	NC 24	2.68	SR 1132	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.72	2.68	56,602	
SR 1133	NC 24	1.67	SR 1132	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.68	1.67	35,270	
SR 1134	NC 24	2.80	SR 1135	1.39	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.64	1.41	29,779	
SR 1142	SR 1143	0.65	SR 1132	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.60	0.65	13,728	
SR 1143	US 601	3.02	SR 1125	0.07	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.80	2.95	62,304	
SR 1143	SR 1125	0.07	SR 1142	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.28	0.07	1,478	
SR 1145	SR 1143	2.54	SR 1123	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15.24	2.54	80,467	
SR 1146	SR 1143	1.43	SR 1147	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.58	1.43	45,302	
SR 1147	US 601	2.16	SR 1132	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.64	2.16	45,619	
SR 1148	SR 1132	2.38	US 601	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.52	2.38	50,266	
SR 1158	SR 1139	2.62	SR 1160	0.62	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.00	2.00	42,240	
SR 1169	SR 1168	1.60	Meck Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.40	1.60	33,792	
SR 1181	SR 1127	0.90	SR 1125	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.40	0.90	28,512	
SR 1189	SR 1114	0.25	US 601	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.00	0.25	5,280	
SR 1602	SR 1601	1.86	NC 73	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.44	1.86	39,283	
SR 1606	SR 1442	0.92	SR 1601	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.68	0.92	19,430	
SR 1607	SR 1608	0.83	NC 3	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.32	0.83	17,530	
SR 1612	SR 1614	2.25	SR 1613	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.00	2.25	47,520	
SR 1613	NC 3	2.11	NC 3	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.44	2.11	44,563	
SR 1614	NC 3	2.10	Rowan Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.40	2.10	44,352	
SR 1615	SR 1616	1.27	SR 1614	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.08	1.27	26,822	
SR 1616	SR 1622	3.77	NC 3	2.96	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.24	0.81	17,107	
SR 1616	SR 1619	3.60	NC 3	2.96	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.56	0.64	13,517	
SR 1617	Rowan Co.	0.26	SR 1616	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.04	0.26	5,491	
SR 1619	Dead end	1.39	SR 1616	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.56	1.39	29,357	
SR 1620	Dead end	1.25	SR 1621	0.26	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.96	0.99	20,909	
SR 1623	NC 3	1.28	SR 1622	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.12	1.28	27,034	
SR 1626	SR 1616	1.11	NC 3	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.44	1.11	23,443	
SR 1818	Dead end	0.70	SR 1600	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.80	0.70	14,784	
SR 2119	SR 1002	1.16	Kannapolis CL	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.64	1.16	24,499	
SR 2202	SR 2000	0.73	SR 2180	0.12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.44	0.61	12,883	
SR 2400	SR 2429	4.73	SR 2411	2.66	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.28	2.07	43,718	
SR 2402	SR 1002	4.63	SR 2400	1.73	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.60	2.90	61,248	
SR 2402	SR 2400	1.73	Rowan Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.92	1.73	36,538	
SR 2411	SR 2408	2.36	SR 2400	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.72	2.36	24,922	
SR 2415	SR 2427	1.93	SR 2414	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.72	1.93	40,762	
SR 2416	SR 2444	7.79	SR 2446	6.50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.16	1.29	27,245	
SR 2416	SR 2446	6.50	SR 2414	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	26.00	6.50	137,280	
SR 2423	SR 2417	2.38	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.52	2.38	50,266	
SR 2427	SR 2416	3.48	SR 2429	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.92	3.48	73,498	

Route	To	To MP	From	From MP	Centerline?	Edgeline?	Paint Miles	Road Miles	Paint LF	Task #
SR 2429	SR 2408	3.38	Rowan Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.52	3.38	71,386	
SR 2431	SR 2400	0.84	SR 2429	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.36	0.84	17,741	
SR 2433	Rowan Co.	1.08	SR 2429	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.32	1.08	22,810	
SR 2434	Rowan Co.	1.84	SR 2429	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.36	1.84	38,861	
SR 2436	Rowan Co.	2.33	SR 2408	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.32	2.33	49,210	
SR 2442	NC 49	3.38	SR 2416	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.52	3.38	71,386	
SR 2444	SR 2450	9.11	NC 49	5.62	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.96	3.49	73,709	
SR 2446	Rowan Co.	1.81	SR 2416	0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3.62	1.81	19,114	
SR 2453	SR 2444	4.28	SR 2603	2.98	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.20	1.30	27,456	
SR 2603	SR 2453	1.20	SR 2444	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.80	1.20	25,344	
SR 2610	SR 2611	3.35	Mt Pleasant Cl	0.43	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.68	2.92	61,670	
SR 2611	Stanly Co.	2.25	NC 73	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.00	2.25	47,520	
SR 2616	SR 2622	2.39	SR 2610	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.56	2.39	50,477	
SR 2618	SR 2610	2.08	SR 2617	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.32	2.08	43,930	
SR 2623	NC 200	3.91	SR 2625	2.60	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.24	1.31	27,667	
SR 2625	SR 2623	1.67	NC 200	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.68	1.67	35,270	
SR 2626	SR 2627	1.78	SR 1006	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.12	1.78	37,594	
SR 2627	SR 1132	2.11	SR 2411	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.44	2.11	44,563	
SR 2630	US 601	3.82	SR 2411	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15.28	3.82	80,678	
SR 2633	NC 49	1.65	SR 2630	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.60	1.65	34,848	
SR 2637	Mt Pleasant Cl	2.23	SR 2411	0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4.46	2.23	23,549	
SR 2641	SR 2635	1.93	NC 73	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.72	1.93	40,762	
SR 2650	SR 2616	0.36	SR 2617	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.44	0.36	7,603	
SR 2663	SR 2450	1.14	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.56	1.14	24,077	
SR 2672	SR 2633	0.89	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.56	0.89	18,797	
SR 2680	SR 2622	1.38	SR 2623	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.52	1.38	29,146	
SR 2710	SR 2411	2.49	NC 49	1.54	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.80	0.95	20,064	
TOTALS							568	143		

Locations for Stanly County

Route	To	To MP	From	From MP	Centerline?	Edgeline?	Paint Miles	Road Miles	Paint LF	Task #
SR 1001	Stanfield CL	3.63	Union Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14.52	3.63	76,666	
SR 1004	Rowan Co.	0.5	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.00	0.50	10,560	
SR 1100	NC 205	2.16	NC 742	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	4.32	2.16	22,810	
SR 1101	Dead End	0.82	NC 205	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.28	0.82	17,318	
SR 1104	NC 205	1.22	SR 1103	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.88	1.22	25,766	
SR 1107	NC 205	3.41	SR 1109	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.64	3.41	72,019	
SR 1109	NC 205	3.97	SR 1118	2.84	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.52	1.13	23,866	
SR 1115	SR 1124	8.1	NC 200	6.90	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.80	1.20	25,344	
SR 1115	SR 1130	4.02	NC 205	2.40	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.48	1.62	34,214	
SR 1117	SR 1102	3.48	SR 1130	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.92	3.48	73,498	
SR 1118	SR 1109	3.81	NC 200	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15.24	3.81	80,467	
SR 1122	NC 200	2.43	SR 1001	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.72	2.43	51,322	
SR 1123	SR 1122	0.94	SR 1001	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.76	0.94	19,853	
SR 1124	SR 1122	2.67	SR 1115	0.96	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.84	1.71	36,115	
SR 1134	SR 1227	6.65	SR 1214	3.92	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.92	2.73	57,658	
SR 1135	SR 1134	1.1	NC 205	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.40	1.10	23,232	
SR 1149	SR 1001	2.38	SR 1147	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.52	2.38	50,266	
SR 1153	SR 1136	1.47	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.88	1.47	31,046	
SR 1156	SR 1104	1.04	NC 205	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.16	1.04	21,965	
SR 1200	NC 24	6.28	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	25.12	6.28	132,634	
SR 1206	SR 1210	3.08	NC 200	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.16	3.08	32,525	
SR 1206	SR 1228	5.23	SR 1210	3.09	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.56	2.14	45,197	
SR 1208	SR 1206	0.78	Cabarrus Co.	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.12	0.78	16,474	
SR 1211	NC 24	4.31	SR 1210	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	17.24	4.31	91,027	
SR 1213	SR 1200	1.63	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.52	1.63	34,426	
SR 1215	SR 1214	0.57	SR 1216	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.28	0.57	12,038	
SR 1217	SR 1214	1.31	SR 1227	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.24	1.31	27,667	
SR 1219	SR 1221	0.32	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.28	0.32	6,758	
SR 1221	SR 1214	5.57	SR 1968	0.28	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21.16	5.29	111,725	
SR 1222	SR 1214	1.6	SR 1221	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.40	1.60	33,792	
SR 1225	SR 1134	2.72	SR 1227	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.88	2.72	57,446	
SR 1228	SR 1210	5.86	SR 1236	0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	11.72	5.86	61,882	
SR 1236	NC 73	1.54	NC 73	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.16	1.54	32,525	
SR 1238	SR 1236	3.26	SR 1206	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.04	3.26	68,851	
SR 1239	SR 1238	2.1	SR 1134	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.40	2.10	44,352	
SR 1240	SR 1242	3.25	SR 1134	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	13.00	3.25	68,640	
SR 1241	SR 1242	0.35	NC 73	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.40	0.35	7,392	
SR 1242	SR 1244	1.33	SR 1241	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.32	1.33	28,090	
SR 1244	NC 73	1.27	SR 1242	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.08	1.27	26,822	
SR 1247	SR 1251	1.79	SR 1214	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.16	1.79	37,805	
SR 1250	SR 1214	0.85	SR 1251	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.40	0.85	17,952	
SR 1253	NC 24	2.74	SR 1256	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.96	2.74	57,869	
SR 1254	NC 24	1.25	SR 1253	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.00	1.25	26,400	
SR 1256	SR 1249	2.04	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.16	2.04	43,085	
SR 1257	SR 1249	1.58	NC 24	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.32	1.58	33,370	
SR 1262	SR 1240	1.32	SR 1249	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.28	1.32	27,878	
SR 1275	SR 1206	1.36	SR 1211	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.44	1.36	28,723	
SR 1285	SR 1287	0.6	SR 1249	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.40	0.60	12,672	
SR 1400	SR 1134	7.63	Albemarle CL	0.57	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	28.24	7.06	149,107	
SR 1432	Cabarrus Co.	1.92	SR 1428	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.68	1.92	40,550	

Route	To	To MP	From	From MP	Centerline?	Edgeline?	Paint Miles	Road Miles	Paint LF	Task #
SR 1433	SR 1434	2.74	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.96	2.74	57,869	
SR 1437	SR 1400	1.5	SR 1438	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.00	1.50	31,680	
SR 1440	SR 1134	3	US 52	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12.00	3.00	63,360	
SR 1451	NC 49	4.91	SR 1434	2.07	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5.68	2.84	29,990	
SR 1455	SR 1005	3.67	Richfield CL	1.61	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.24	2.06	43,507	
SR 1470	US 52	0.32	SR 1214	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.28	0.32	6,758	
SR 1502	SR 1505	0.88	SR 1005	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.52	0.88	18,586	
SR 1505	Rowan Co.	2.09	SR 1502	0.08	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.04	2.01	42,451	
SR 1505	SR 1502	0.08	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.32	0.08	1,690	
SR 1507	SR 1638	2.4	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.60	2.40	50,688	
SR 1508	NC 8	1.39	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.56	1.39	29,357	
SR 1511	SR 1521	1.16	NC 740	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.64	1.16	24,499	
SR 1514	NC 740	1.75	NC 8	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.00	1.75	36,960	
SR 1519	SR 1518	1.26	US 52	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.04	1.26	26,611	
SR 1520	NC 740	1.34	SR 1518	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.36	1.34	28,301	
SR 1521	Dead End	2.81	NC 740	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.24	2.81	59,347	
SR 1522	Dead End	4.44	SR 1535	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	17.76	4.44	93,773	
SR 1541	SR 1650	0.39	SR 1535	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.56	0.39	8,237	
SR 1578	NC 49	0.37	SR 1004	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.48	0.37	7,814	
SR 1580	SR 1535	0.21	SR 1524	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.84	0.21	4,435	
SR 1627	SR 1507	0.71	NC 49	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.84	0.71	14,995	
SR 1714	SR 1720	0.19	NC 740	0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0.38	0.19	2,006	
SR 1741	US 52	3.24	SR 1740	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	6.48	3.24	34,214	
SR 1745	US 52	2.03	SR 1740	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.12	2.03	42,874	
SR 1746	SR 1745	0.97	US 52	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.88	0.97	20,486	
SR 1760	Dead End	0.85	SR 1740	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.40	0.85	17,952	
SR 1765	US 52	1.27	SR 1766	0.37	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.60	0.90	19,008	
SR 1766	SR 1772	3.1	SR 1765	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	12.40	3.10	65,472	
SR 1771	SR 1766	1.89	SR 1766	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.56	1.89	39,917	
SR 1773	Dead End	1.02	SR 1766	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.08	1.02	21,542	
SR 1830	SR 1741	0.77	SR 1740	0.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1.54	0.77	8,131	
SR 1906	US 52	0.62	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.48	0.62	13,094	
SR 1908	US 52	3.92	SR 1910	2.68	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.96	1.24	26,189	
SR 1910	SR 1908	0.86	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3.44	0.86	18,163	
SR 1913	SR 1917	1.59	SR 1914	0.53	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4.24	1.06	22,387	
SR 1914	SR 1957	3.98	SR 1918	0.16	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	15.28	3.82	80,678	
SR 1914	SR 1918	0.16	US 52	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	0.64	0.16	3,379	
SR 1917	NC 138	3.31	SR 1919	0.95	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	9.44	2.36	49,843	
SR 1918	SR 1935	4.53	SR 1914	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	18.12	4.53	95,674	
SR 1919	SR 1954	4.06	NC 138	2.22	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.36	1.84	38,861	
SR 1937	SR 1934	1.69	SR 1935	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	6.76	1.69	35,693	
SR 1940	SR 1918	2.53	SR 1935	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.12	2.53	53,434	
SR 1941	SR 1940	1.47	SR 1918	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5.88	1.47	31,046	
SR 1953	NC 138	3.58	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14.32	3.58	75,610	
SR 1954	SR 1956	1.99	SR 2001	1.73	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1.04	0.26	5,491	
SR 1956	SR 1954	2.13	SR 1954	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.52	2.13	44,986	
SR 1957	SR 1958	2.12	SR 1956	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.48	2.12	44,774	
SR 1958	NC 138	0.57	SR 1957	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.28	0.57	12,038	
SR 1969	SR 1953	4.61	SR 1968	2.42	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.76	2.19	46,253	
SR 1970	SR 1968	4.42	SR 1971	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	17.68	4.42	93,350	
SR 1971	Union Co.	1.78	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.12	1.78	37,594	

Route	To	To MP	From	From MP	Centerline?	Edgeline?	Paint Miles	Road Miles	Paint LF	Task #
SR 1973	NC 742	3.59	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14.36	3.59	75,821	
SR 1974	NC 138	1.79	SR 1970	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	7.16	1.79	37,805	
SR 1980	SR 1935	2.79	SR 1943	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	11.16	2.79	58,925	
SR 1982	SR 1934	2.74	SR 1934	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	10.96	2.74	57,869	
SR 1984	SR 1959	2.19	NC 138	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8.76	2.19	46,253	
SR 1992	SR 1923	0.72	SR 1922	0.00	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2.88	0.72	15,206	
TOTALS							804	210		