

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 10

ID/IQ PROPOSAL

DATE AND TIME OF BID OPENING: July 1, 2026, AT 2:00 PM

CONTRACT ID: MJ00096

WBS ELEMENT NO.: GMR10.ANS.1PT, GMR10.ANS.2PT, GMR10.CAB.1PT, GMR10.CAB.2PT, GMR10.MEC.1PT, GMR10.MEC.2PT, GMR10.STA.1PT, GMR10.STA.2PT, GMR10.UNN.1PT, GMR10.UNN.2PT

FEDERAL AID NO.: STATE FUNDED

COUNTY: Anson, Cabarrus, Mecklenburg, Stanly and Union Counties

TIP NO.: N/A

MILES: N/A

ROUTE NO.: N/A

LOCATION: VARIOUS STATE MAINTAINED ROADS

TYPE OF WORK: "AS NEEDED" CONTRACT FOR THE INSTALLATION OF MILLED RUMBLE STRIPS, SINUSOIDAL MILLED RUMBLE STRIPS, PAVEMENT MARKINGS, REMOVAL OF PAVEMENT MARKINGS, POLYCARBONATE H-SHAPED MARKERS AND RAISED PAVEMENT MARKERS

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 \$40,000 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 BOND IS NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

This Proposal contains Addendum 1, issued June 17, 2026

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. MJ00096 IN ANSON, CABARRUS, MECKLENBURG, STANLY AND UNION COUNTIES,
NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **MJ00096**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to be bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal. Payment and performance bonds are not required on this project. 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 *2024 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete Contract No. **MJ00096** in **Anson, Cabarrus, Mecklenburg, Stanly and Union Counties**, 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 2024* 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.

TABLE OF CONTENTS**COVER SHEET
PROPOSAL SHEET****PROJECT SPECIAL PROVISIONS**

INTERESTED PARTIES LIST NOT REQUIRED:	G-1
CONTRACT TIME FOR ID/IQ:	G-1
NON-EXCLUSIVE CONTRACT:	G-2
WORK ORDER ASSIGNMENT (SINGLE AWARDS) FOR ID/IQ:	G-2
WORK ORDER ASSIGNMENT (MULTIPLE AWARDS) FOR ID/IQ:	G-2
BONDING REQUIREMENTS FOR ID/IQ:	G-3
MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:	G-4
RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:	G-4
DISPUTE RESOLUTION PROCESS FOR ID/IQ:	G-5
INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES:	G-5
INTERMEDIATE CONTRACT TIME NUMBER #2 AND LIQUIDATED DAMAGES:	G-5
PROSECUTION OF WORK:	G-7
BASIS OF PAYMENT:	G-7
CLAIMS FOR ADDITIONAL COMPENSATION:	G-8
PAYMENT AND RETAINAGE:	G-8
EXTENSION OF CONTRACT TIME:	G-9
NO MAJOR CONTRACT ITEMS:	G-9
NO SPECIALTY ITEMS:	G-9
FUEL AND ASPHALT PRICE ADJUSTMENT:	G-10
MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):	G-10
MULTI-YEAR MAINTENANCE CONTRACTS (ID/IQ):	G-25
RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:	G-25
USE OF UNMANNED AIRCRAFT SYSTEM (UAS):	G-25
EQUIPMENT IDLING GUIDELINES:	G-26
WASTE MATERIAL DISPOSAL:	G-26
OUTSOURCING OUTSIDE THE USA:	G-26
BIDS OVER LIMIT:	G-27
ROADWAY	R-1

STANDARD SPECIAL PROVISIONS

AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS	SSP-1
ERRATA	SSP-2
PLANT AND PEST QUARANTINES	SSP-5
MINIMUM WAGES	SSP-6
TITLE VI AND NONDISCRIMINATION:	SSP-7
ON-THE-JOB TRAINING	SSP-16

UNIT PROJECT SPECIAL PROVISIONS

PAVEMENT MARKINGS PM-1

SIGNATURE SHEETS AND FORMS S-1

BID/PAY ITEM SHEETS T-1

DOT EXECUTION SHEET U-1

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 may 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. In accordance with Article 102-3 of the *Standard Specifications*, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal 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" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal shall include it on the bid, otherwise write your corporations name in the seal location.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 716 W. Main Street Albemarle, NC 28001, BY 2:00 PM ON, July 1, 2026.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – CONTRACT ID MJ00096 – "AS NEEDED" CONTRACT FOR THE
INSTALLATION OF MILLED RUMBLE STRIPS, SINUSOIDAL MILLED RUMBLE STRIPS,
PAVEMENT MARKINGS, REMOVAL OF PAVEMENT MARKINGS, POLYCARBONATE H-
SHAPED MARKERS AND RAISED PAVEMENT MARKERS AT VARIOUS STATE
MAINTAINED ROADS TO BE OPENED AT 2:00 PM ON, July 1, 2026.**

As well as the following information:

- a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
- b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
- c. Address of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.

- d. SAP Vendor Number of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
 - e. Contractor License Number, if available, of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**N. C. DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS, DIVISION 10
ATTN: Jason Brooks
716 W. Main Street
Albemarle, NC 28001**

14. Questions should be emailed 7 calendar days prior to the bid opening to **Jason Brooks** at **jcbrooks@ncdot.gov**. Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.

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 *2024 Standard Specifications for Roads and Structure*, the North Carolina Department of Transportation *2024 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*.

INTERESTED PARTIES LIST NOT REQUIRED:

(6-21-22)(Rev. 2-20-24)

102

SP1 G02

Revise the *Standard Specifications* as follows:

The *Interested Parties List* sign up process is not applicable to this contract.

Page 1-13, Article 102-3 PROPOSALS AND INTERESTED PARTIES LIST, lines 12-15, delete the first paragraph.

Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 43-44, delete the first sentence of the first paragraph.

CONTRACT TIME FOR ID/IQ:

(2-15-22)(Rev. 4-15-25)

108

SP1 G11

The date of availability for this contract is **August 3, 2026**.

The completion date for this contract is **August 2, 2027**.

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.

Work shall be accomplished in a continuous manner once the contractor begins.

The liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages for ID/IQ provision located elsewhere in this contract.

NON-EXCLUSIVE CONTRACT:

(6-1-15)

SPD 01-750

The Department may, as it deems to be in the best interest of the state and the Department of Transportation, execute more than one contract based on this proposal. The Contractor(s) understands and agrees, by signature on the Purchase Order Contract Bid Proposal, that this agreement does not constitute an exclusive contract. If awarded, the contracts will be executed with the lowest responsible bidders. The Department of Transportation reserves the right to make multiple awards for the services provided by this contract. Furthermore, the Department reserves the right to reject all bids received.

WORK ORDER ASSIGNMENT (SINGLE AWARDS) FOR ID/IQ:

(2-15-22)(Rev. 4-19-22)

SPD 01-800A

Work orders will be assigned by the Engineer. The Contractor shall respond to the work order assignments with the anticipated start date, within three working days of notification unless noted otherwise. Failure to complete work in accordance with contract provisions and completion date may result in liquidated damages.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment Form (Form IDIQ-1SA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment Form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

WORK ORDER ASSIGNMENT (MULTIPLE AWARDS) FOR ID/IQ:

(2-15-22)(Rev. 4-19-22)

SPD 01-800B

Work orders will be assigned based on the lowest work order cost for the line items and estimated quantities necessary to complete the work order. Unit prices from each awarded contractor's bid will be used to determine the lowest cost for each work order. The assigned Contractor shall respond to the work order assignment with the anticipated start date, within three working days of notification unless noted otherwise. Failure on the part of the Contractor to reply within the specified time frame may be received as a rejection of the work order. If the Contractor with the lowest work order cost cannot complete the work within the time specified in the assignment, the Engineer may contact the Contractor with the next lowest work order cost. If that Contractor can complete the work within the time specified in the assignment, then the work order will be assigned to that contractor. If not, assignment of work order will continue in order of work order cost until all awarded Contractors have had a chance to accept the terms of the assignment.

For federal ID/IQ contracts, all work orders will be assigned via the Work Order Assignment form (Form IDIQ-1MA), and the Contractor is required to formally respond in writing for federal work orders within three working days, unless noted otherwise. The Work Order Assignment form will also be used for any state ID/IQ contract in which the estimated work order cost meets the threshold for Performance and Payment Bonds in accordance with the Bonding Requirements for ID/IQ provision found elsewhere in this contract. For state ID/IQ contracts in which the work order assignment doesn't meet the threshold for bonds, the Department has the option to use the Work Order Assignment Form or other methods for work order assignments as agreed upon by the Engineer and Contractor.

The Contractor shall be required to prosecute the work in a continuous and uninterrupted manner from the time they begin the work until completion and final acceptance of the work order. Multiple failures of the Contractor to mobilize and begin work on the work order within the agreed upon time frame or failure to complete the work within the given time frame may result in the Contractor being excluded from future work on this contract in accordance with the *Standard Specifications*.

BONDING REQUIREMENTS FOR ID/IQ:

(2-15-22)

SPD 01-810

For purposes of this ID/IQ contract, the following definitions apply:

Project Agreement: A transportation improvement with a defined scope of work; a written agreement between NCDOT and the Federal Government defining the extent of construction work to be undertaken in accordance with the submitted plans, specifications and estimates. Execution of the agreement prompts the authorization to proceed (construction funding).

Project: An undertaking issued to a contractor through a Work Order Assignment. The construction under a Project Agreement may be accomplished by one or more work order assignments, from one or more ID/IQ contracts. Note that for ID/IQ contracts this definition supersedes the definition in the Standard Specifications.

Award: The issuance of a signed Work Order Assignment by NCDOT shall constitute the notice of award of a project.

In accordance with North Carolina General Statute 44A-26, bonds are required on contracts awarded for any one project that exceeds \$500,000. Beyond statutory requirements, NCDOT policy requires payment and performance bonds on all projects where the engineer's estimate is \$450,000 or greater, all Asphalt Surface Treatment projects, and projects containing the 12-month guarantee provision. The limit for waiving bonds for all bridge replacement and major bridge rehabilitation projects (latex overlays, etc.) is \$300,000 based on the engineer's estimate. The decision of bonding of a work order assignment below the dollar amounts listed shall be at the discretion of the Division's evaluation of the risks associated with the project.

The need for contract payment and performance bonds will be determined at the Work Order Assignment level. The Work Order Assignment will notify the Contractor of an award of a project and if required, to provide contract payment and performance bonds per Article 103-7 of the

Standard Specifications. The Work Order Assignment replaces the Notification of Award Letter mentioned in Article 103-4(A) of the *Standard Specifications*.

MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:

(2-15-22)

SPD 01-820

The Contractor shall mobilize to each location he is required to perform work. There will be no direct pay for Mobilization as it will be incidental to the other bid items. The only exception is if there is an Emergency Mobilization provision within the contract.

The Contractor will be provided a Work Order Assignment for each project with location(s), estimated quantities, and liquidated damages unless waived by the Engineer. Notification will be verbal followed by a faxed or emailed signed Work Order Assignment. There will be no minimum quantities for any line item associated with a particular mobilization. The Contractor shall complete the work identified on each Work Order Assignment.

The Contractor shall mobilize and complete the work within the time specified on the Work Order Assignment. Failure to complete the work by the completion date may result in the application of liquidated damages. Liquidated damage amounts will be based on the work order estimate and the liquidated damage table below.

Work Order Value	Liquidated Damages (per calendar day)
\$0 - \$100K	\$100.00
\$100K - \$200K	\$250.00
\$200K - \$300K	\$500.00
\$300K - \$500K	\$600.00
\$500K - \$1M	\$700.00
\$1M - \$2M	\$850.00

RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:

(2-15-22)(Rev. 9-19-23)

SPD 01-840

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for **Two (2)** additional periods of one year each (maximum (3) three years total). Each year shall have a limit of **Five Million Dollars (\$5,000,000.00)**.

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index over the latest twelve month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department of Transportation reserves the right to cancel this contract.

CPI adjustment values can be determined using the calculator on the NCDOT Construction website.

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by **30 days prior to contract expiration** if the contract may be extended. The Contractor must notify the Engineer in writing by **30 days of notification** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

DISPUTE RESOLUTION PROCESS FOR ID/IQ:

(2-15-22)(Rev. 1-16-24)

SPD 01-850

If a question should arise on the contract or assignment of a work order, the contractor should notify the Engineer noted on the assignment documentation or the Division Engineer within 48 hours after the scheduled time of bid opening or work order assignment. The following should be included in the notification if applicable:

- (A) the contract for which bids were solicited;
- (B) the particular law, regulation, or contract specification violated;
- (C) a detailed description of the alleged violation; and
- (D) any other information deemed to be relevant.

Once the initial evaluation has been completed, the contractor may be asked to attend a meeting for further discussion and clarification.

Once a determination has been made, the contractor will be notified of the decision by the Division Engineer. If the decision does not meet the satisfaction of the contractor, they have 24 hours from the Division Engineer's notification to elevate the dispute to the Chief Engineer. The Chief Engineer will make the final decision and will not be subject to further review by NCDOT.

INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES:

A work order will be issued in accordance with the Work Order Assignment provision elsewhere in this contract. A minimum of \$1,000.00 will be given per work order and all work given in each work order shall be within a 10-mile radius. All work including the removal of existing markings and the installation of new markings and markers must be completed within **thirty (30) calendar days** from the date of issuance of the work order by the Department. Failure to complete the work within this time frame will result in the assessment of liquidated damages in accordance with the liquidated damages table in the Mobilization and Liquidated Damages for ID/IQ provision located elsewhere in this contract.

INTERMEDIATE CONTRACT TIME #2 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 the existing traffic pattern. The Contractor shall not close or narrow a lane of traffic on **following roadways** during the following time restrictions:

DAY AND TIME RESTRICTIONS**All Major Routes (ADT greater than 15,000 VPD)****Sunday thru Saturday
7:00 A.M. to 7:00 P.M.****Two Lane/Two Way Routes (ADT greater than 8,500 VPD)****Sunday thru Saturday
7:00 A.M. to 7:00 P.M.****All Other Routes****Monday thru Friday
6:00 A.M. to 9:00 A.M.
4:00 P.M. to 7:00 P.M.**

In addition, the Contractor shall not close or narrow a lane of traffic on **ANY ROADWAY**, 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

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. 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.
3. For **Easter**, between the hours of **6:00 a.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **6:00 a.m.** Friday and **9:00 a.m.** Tuesday.
5. 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.
6. For **Labor Day**, between the hours of **6:00 a.m.** Friday and **9:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **6:00 a.m.** Tuesday and **9:00 a.m.** Monday.
8. 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 will not be 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 above and place traffic in the existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00)** per hour.

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 **\$ 500.00** will be charged 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.

BASIS OF PAYMENT:

The quantities contained herein are estimated only and the quantity to be paid for shall be the actual quantities which were used on the project.

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

Requests for payment can be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

The invoice for work performed shall be subdivided by worksite location and include at each location of work:

- 1) General location of work site
- 2) Dates worked at location
- 3) Quantity of line items, including Unit of Measurement, per the contract

- 4) Unique location identifier given by the Project Inspector or Engineer. This identifier may be a Work Order Number, Asset Number, 11-digit Route ID number, etc.
- 5) Sub-total of cost at each location of work

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in **triplicate to:**

Mr. Tou Lee
North Carolina Department of Transportation
903 Coble Ave.
Albemarle, NC 28001

All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. When the Engineer has determined the quantities submitted for payment by the Contractor are correct, the invoice will be processed for payment. Invoices must be "electronically scanned" and the image is transmitted to the Purchasing Unit to verify payment. To avoid confusion and delay of payments, the invoice should be positively identified and associated with the Purchase Order by including the Purchase Order Number, an invoice sequence number and the invoice date on the Invoice.

CLAIMS FOR ADDITIONAL COMPENSATION:

The Contractor's attention is directed to the fact that Article 104-5 of the *2024 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.

PAYMENT AND RETAINAGE:

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Disadvantaged Business Enterprise (DBE) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate **may** be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

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.

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)(Rev. 1-16-24)

108-6

SP1 G34

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

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:

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).

DRIVEWAYS AND PRIVATE PROPERTY:

The Contractor shall maintain access to driveways for all residents, businesses, and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into an NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

FUEL AND ASPHALT PRICE ADJUSTMENT:

(1-3-12)

SP1 G44

No fuel price adjustments will be made on this project.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 10-21-25)

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 the Combined MBE/WBE goal. No submittal of a Letter of Intent is required.

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 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 owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Contractor. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

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 (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are

bought, kept in sufficient quantities, 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, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor – A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

Replacement / Substitution – A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) MBE/WBE firm.

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.
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf>

SAF Subcontract Approval Form - Form required for approval to sublet the contract.
<https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm>

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 estimated amount (based on quantities and unit prices) 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>

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

Combined MBE/WBE Goal

There is NO MBE/WBE Goal for this project.

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>

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 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 the electronic submittal file.

- (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 the electronic submittal file, 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 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 goal 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 the 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 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 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) Manufacturer, Regular Dealer, Distributor

A Contractor may count toward its MBE/WBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a MBE/WBE regular dealer and 100 percent of such expenditures obtained from a MBE/WBE manufacturer.

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

- (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, regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Contractor will submit a completed *DBE Regular Dealer/Distributor Affirmation Form* with the Letter of Intent to the Engineer. The Engineer will forward to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a MBE/WBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis *prior* to its participation.

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 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 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 subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor or any portion of its work 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.

The Contractor must give notice in writing both by certified mail and email to the MBE/WBE subcontractor, with a copy to the Engineer of its intent to request to terminate a MBE/WBE subcontractor or any portion of its work, and the reason for the request. The Contractor must give the MBE/WBE subcontractor five (5) business days to respond to the Contractor's Notice of Intent to Request Termination and/or Substitution. If the MBE/WBE subcontractor objects to the intended termination/substitution, the MBE/WBE, within five (5) business days must advise the Contractor and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the MBE/WBE subcontractor.

A committed MBE/WBE subcontractor may only be terminated or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. Good cause does not exist if the Contractor seeks to terminate a MBE/WBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the MBE/WBE was engaged, or so that the Contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215 and 1200 or applicable State law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract; and
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor.

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 MBE/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 MBE/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 MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/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 MBE/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 but not the overall goal.

- (i) If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
 - (ii) If the MBE/WBE's ineligibility is caused solely by its acquisition by or merger with a non- MBE/WBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the MBE/WBE that was later decertified.
- (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 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).

All requests for replacement of a committed MBE/WBE firm shall be submitted to the Engineer for approval on Form RF-1 (*DBE 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.

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 *Standard Specifications* may be cause to disqualify the Contractor.

MULTI-YEAR MAINTENANCE CONTRACTS (ID/IQ):

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

SP1 G75

This contract is a multi-year maintenance contract let pursuant to the provisions of N.C. General Statute §136-28.1(b). No minimum quantity of services is guaranteed to be awarded bidders under this contract. In accordance with N.C. General Statute §136-28.1(b), an award in a maintenance contract may be for an amount less but shall not exceed \$5,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS 2 CFR, § 200.216 **Prohibition on certain telecommunications and video surveillance services or equipment.**

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)(Rev. 3-17-26)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, American Security Drone Act of 2023 (ASDA), Office of Management and Budget (OMB) Memorandum M-26-02, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All contractors or subcontractors operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS is at the Contractor's discretion. No measurement or payment will be made for the use of UAS. In the event that the Department directs the Contractor to utilize UAS, payment will be in accordance with Article 104-7 Extra Work.

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) minutes and off-highway equipment should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this special provision.

WASTE MATERIAL DISPOSAL:

All construction waste material shall be removed from the project site prior to 100% project completion. All waste disposal shall be in accordance with federal, state and local regulations regarding the disposal of waste material(s). All permit and fees for any such disposal shall be the responsibility of the Contractor, and NCDOT shall not be held liable for any such disposal of material(s).

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.

UTILITY CONFLICTS:

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public. Utilities damaged by the Contractor due to his negligence will be repaired at the Contractor's expense.

BIDS OVER LIMIT:

(08-01-16)

SPD 01-400

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$5.0 million, the bid will not be considered for award.

PROJECT SPECIAL PROVISIONS**ROADWAY****SCOPE OF WORK:**

This is an “As Needed” contract for the removal of existing pavement markings and the installation of short line paint, thermoplastic pavement markings and pavement markers in Anson, Cabarrus, Mecklenburg, Stanly & Union Counties. The Contractor shall furnish all labor and materials to complete the work in accordance with the *2024 Standard Specifications* and/or Special Provisions herein.

DAMAGE TO EXISTING PAVEMENT:

The Contractor shall repair any damage to the pavement, pavement joint materials, or the pavement surfaces caused by the removal of existing pavement markings. Repair shall be made by the methods acceptable to the Engineer and at no additional cost to the Department of Transportation.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

Open burning is not permitted on any portion of the right-of-way limits established for this project. Do not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in this county. Dispose of the clearing, grubbing and demolition debris by means other than burning, according to state or local rules and regulations.

MILLED RUMBLE STRIPS ON ASPHALT CONCRETE SHOULDERS:

(11-19-24)(Rev. 6-17-25)

665

SP6 R56

Revise the *Standard Specifications* as follows:

Page 6-53, Article 665-3 CONSTRUCTION METHODS, lines 20-21, delete and replace the first sentence of the second paragraph with the following:

Provide rumble strips that have finished dimensions of 7 inches \pm 1/2 inch wide in the direction of travel and the length measured perpendicular to the direction of travel as specified in the contract.

Page 6-53, Article 665-4 MEASUREMENT AND PAYMENT, lines 30-33, delete and replace with the following:

Milled Rumble Strips (Asphalt Concrete), ___" will be measured and paid at the contract unit price per linear foot for the actual number of linear feet, measured longitudinally along the surface of each shoulder and/or edgeline, where rumble strips have been constructed.

Payment will be made under:

Pay Item	Pay Unit
Milled Rumble Strips (Asphalt Concrete), ____"	Linear Foot

CENTERLINE MILLED RUMBLE STRIPS ON ASPHALT CONCRETE:

(4-18-23)(Rev. 11-19-24)

665

SP6 R57

Description

Construct centerline milled rumble strips on asphalt concrete in accordance with the plans, Section 665 of the *Standard Specifications* and as directed by the Engineer.

Construction Method

Construct centerline milled rumble strips in accordance with the applicable requirements of Section 665 of the *Standard Specifications* and as directed by the Engineer.

Measurement and Payment

Centerline Milled Rumble Strips (Asphalt Concrete), ____" will be measured and paid at the contract unit price per linear foot for the actual number of linear feet of centerline, measured longitudinally along the surface of centerline, where rumble strips have been constructed.

Payment will be made under:

Pay Item	Pay Unit
Centerline Milled Rumble Strips (Asphalt Concrete), ____"	Linear Foot

SINUSOIDAL MILLED RUMBLE STRIPS:

(4-18-23)(Rev. 6-17-25)

SPI 6-26

Description

Construct sinusoidal milled rumble strips on asphalt concrete in accordance with the details in the plans and as directed by the Engineer. This work also includes cleaning the milled surface; loading, hauling and stockpiling the milled material for use in recycled asphalt mixtures; and disposal of any excess milled material.

Contractors must be able to prove experience installing the sinusoidal pattern both for their equipment and operator. Demonstrate to the Engineer on an initial 500 foot test section that the equipment and method will provide the desired ground surface finish and wave pattern. If the desired results are not being provided, as determined by the Engineer, provide different equipment or methods, or make necessary adjustments to provide the desired results. If the initial 500 foot section results are unsatisfactory, repair or replace the section as determined by the Engineer, at no additional cost to the Department.

Equipment

Perform sinusoidal milled rumble strip installation with equipment capable of precisely cutting the sinus wave pattern in accordance with the Sinusoidal Rumble Strip details in the plans. Use milling machines designated and built exclusively for pavement milling operations and with sufficient power, traction and stability to accurately maintain depth of cut and slope. Furnish equipment to grind the wave with a rotary cutting drum that will produce the required dimensions and a pattern of cutting tips to produce a smooth cut in accordance with the plans. Ensure that the cutting head is on its own suspension system, independent from that of the power unit, to allow the cutting head to align itself parallel to the slope of the surface to be cut. The rotary cutting drum shall be non-linear and adjustable to produce a 25% sloped taper on the outer edges of the cut at the width specified in the plans as measured perpendicular to the direction of traffic. The rotary cutting head shall be moved along the road surface to produce an oscillating "sine wave" in accordance with the defined frequency and amplitude of the specifications noted above and in accordance with the Sinusoidal Rumble Strip details in the plans. The machine shall be capable of manipulating the rotary cutting head along the road surface such that the relationships between peak-to-peak, peak, mean, and Root Mean Square (RMS) amplitudes are fixed, known and repeatable. The machine shall be field programmable to accommodate conditions affecting either the length of the cut and/or shape and pattern of the sinusoidal wave. Equip the cutting tool with guides or a guidance system, clearly visible to the operator, to provide for consistent alignment. Equip the milling equipment with a means of effectively limiting the amount of dust escaping from the removal operation in accordance with federal, state and local air pollution control laws and regulations.

Construction Method

Control dust during the grinding operation. Remove all grinding materials deposited on the pavement immediately following the grinding operation before opening the roadway to traffic.

Material resulting from the operation becomes the property of the Contractor. Remove and dispose of this material in accordance with Section 802 of the *Standard Specifications*.

At the end of each working day remove all equipment to a location where it does not present a traffic hazard, clean pavement and reopen work area to traffic.

Perform pavement marking in accordance with the Sinusoidal Rumble Strip details in the plans.

Measurement and Payment

Sinusoidal Milled Rumble Strips, ___" will be measured and paid at the contract unit price per linear foot, measured longitudinally along the surface of each shoulder, edgeline and/or centerline, where rumble strips have been constructed. Work includes, but is not limited to, furnishing all labor, equipment and all incidentals necessary to complete the work satisfactorily and disposing of milled material.

Pavement marking will be measured and paid for in accordance with Article 1205-10 of the *Standard Specifications*.

Payment will be made under:

Pay Item

Pay Unit

Sinusoidal Milled Rumble Strips, ____"

Linear Foot

WORK ZONE INSTALLER:

(7-20-21)(Rev. 4-21-26)

1101

SP11 R04

Revise the *Standard Specifications* as follows:

Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26, delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Contractor shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

TRAFFIC CONTROL:

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation *Standard Specifications for Roads and Structures 2024, NCDOT Roadway Standard Drawings*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. The Contractor shall conduct his/her operations so as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of work that he/she can prosecute properly with due regards to the rights of the public. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Public traffic shall be permitted to pass through the work-site with as little inconvenience and delay as possible. The Contractor shall maintain existing traffic patterns at all times except in the immediate work zone. Unless otherwise specified or directed by the Engineer, only one lane of traffic may be closed at any time. Lane closures shall not be permitted during periods of inclement weather or at other times when, in the opinion of the Engineer, the lane closure would be a hazard to traffic. Convenient access to driveways, houses, and buildings along the line of work shall be maintained. The Contractor shall use standard lane closures in accordance with NCDOT Highway Design Branch Roadway Standard Drawing Number 1101.02.

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

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in sub-article 108-7(2) 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:

Description

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

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

When construction is completed in any given area of the project, relocate signs to the next work site, as directed by the Engineer. Remove these signs at the completion of the project.

All work zone signs may be portable.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post(s) with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs (see the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

No direct payment will be made for Work Zone Signing as it will be considered incidental to the various other bid items in the contract.

PAVEMENT MARKINGS:

(5-19-26)(Rev. 6-16-26)

1087, 1205

SP12 R04

Revise the *Standard Specifications* as follows:

Page 10-185, Subarticle 1087-2(A) Paint Composition, line 15, replace “TT--P-1952” with “TT--P-1952, Type III”.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, lines 28-33, replace the first through third paragraph and the table with the following:

(C) Thermoplastic and Integrated Multipolymer (IMP) Composition

Use thermoplastic alkyd/maleic pavement markings composed of the materials in Table 1087-1A and integrated multipolymer markings composed of the materials in Table 1087-1B.

TABLE 1087-1A PHYSICAL PROPERTIES OF THERMOPLASTIC PAVEMENT MARKINGS	
Component	By Weight
Alkyd/Maleic Binder	18.0% Min
Premixed Glass Beads (AASHTO M 247 – Type 3)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white) 1.5% Min. (yellow)

TABLE 1087-1B PHYSICAL PROPERTIES OF INTEGRATED MULTIPOLYMER (IMP) PAVEMENT MARKINGS	
Component	By Weight
Binder	21.0% Min
Premixed Glass Beads (AASHTO M 247 – Type 3)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white only)
Inert Filler	15% Max white / 24% Max Yellow

Use white material that does not contain anatase titanium dioxide pigment. Use yellow material that does not contain any intentionally added lead chromate.

Calcium carbonate and inert fillers may be used by the manufacturer, providing all other qualifications are met.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 34, replace “thermoplastic” with “material”.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 36, replace “alkyd/maleic binder” with “binder”.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 38, replace “maleic-modified glycerol of resin” with “rosin ester”.

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, insert the following paragraph after line 2:

The integrated multipolymer binder shall consist of a mixture of modified rosin ester, polyamide and a copolymer (e.g. EVA) with waxes and/or plasticizers. At least 3% of the total formulation weight shall be 100% polyamide. The binder shall contain no petroleum hydrocarbon resins.

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, lines 3, 6, 9 and 11, replace “thermoplastic material” with “material”.

Page 10-186, Article 1087-3 COLOR, after line 27, replace “Crystal: Color No. 17886 (White)” with “White: Color No. 17925”.

Page 10-186, Subarticle 1087-4(A) Composition, lines 31-34, replace the second paragraph with the following:

Manufacture the beads from 100% recycled or virgin non-pigmented glass from a composition designed to be highly resistant to traffic wear and to the effects of weathering. All intermix and drop-on glass beads shall be manufactured using 100% North American recycled glass cullet, virgin North American glass or a combination of the two.

Page 10-187, Subarticle 1087-4(C) Gradation & Roundness, lines 4-6, replace the first paragraph and table with the following:

Use drop-on and intermixed glass beads in all pavement markings with at least 80% true spheres when tested in accordance with ASTM D1155. Drop-on glass beads for permanent pavement markings shall be high performance glass beads listed on the NCDOT APL. If otherwise specified, or at the direction of the Engineer, other drop-on reflective media may be used on permanent markings. Drop-on glass beads used on any interim or temporary pavement markings shall meet Table 1087-2.

TABLE 1087-2 GLASS BEAD GRADATION REQUIREMENTS		
Sieve Size	Gradation Requirements	
	Minimum	Maximum
Passing #20	95%	100%
Retained on #30	5%	20%
Retained on #50	40%	80%
Retained on #80	15%	50%
Passing #80	0%	10%
Retained on #200	0%	5%

Page 10-187, Article 1087-5 PACKAGING FOR SHIPMENT, line 31, replace “Thermoplastic pavement marking materials” with “Thermoplastic and integrated multipolymer pavement marking materials”.

Page 10-188, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition, line 17, replace “(B) Thermoplastic Pavement Marking Material Composition” with “(B) Thermoplastic and Integrated Multipolymer Pavement Marking Material Composition”.

Page 10-188, Subarticle 1087-7(C) Flash Point, line 22, replace “thermoplastic” with “thermoplastic and integrated multipolymer material”.

Page 10-188, Subarticle 1087-7(D) Requirements, line 25, replace “thermoplastic material” with “thermoplastic and integrated multipolymer material”.

Page 10-189, Subarticle 1087-7(D), after line 15, add the following:

(9) Tensile Elongation

The integrated multipolymer material shall have an elongation of at least 10% when tested in accordance with ASTM D638 (1"x 6", 0.25"/min).

(10) Abrasion Resistance

The integrated multipolymer material shall have no more than 0.40 g weight loss following taber abrasion with CS17 wheels for 1000 cycles with 1 kg weight per ASTM D4060.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, lines 22-23, replace the third paragraph with the following:

Reflective media not covered in this, or other specifications must meet AASHTO M 247 Type 3 or 4 and a NCDOT Type 2 Material Certification must be provided.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, after line 23, add the following to the table:

Integrated Multipolymer	Type 2 Material Certification and Type 3 Material Certification
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Page 12-3, Subarticle 1205-3(F) Surface Preparation and Curing Compound Removal, line 8, add the following as a second sentence of the first paragraph:

Only apply markings to dry clean surfaces.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, line 16, replace the first sentence of the eighth paragraph with the following:

Protect the pavement markings until they are track free before exposing them to traffic.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, lines 22-24, delete the second sentence of the tenth paragraph.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, after line 24, replace “White: Color No. 17886” with “White: Color No. 17295”.

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 32, add the following as the third sentence of the seventh paragraph:

Before applying integrated multipolymer (IMP) pavement markings over existing thermoplastic pavement markings, remove at least 85% of the oxidized existing thermoplastic.

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 35, replace “thermoplastic” with “thermoplastic or IMP”.

Page 12-6, Article 1205-4 THERMOPLASTIC, line 3, replace “1205-4 THERMOPLASTIC” with “1205-4 THERMOPLASTIC AND INTEGRATED MULTIPOLYMER (IMP)”.

Page 12-6, Subarticle 1205-4(A) Application Equipment, lines 7, 16, 20, 24, 25, 27 and 29, delete “thermoplastic”

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 38, replace “thermoplastic pavement markings” with “thermoplastic or integrated multipolymer pavement markings”.

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 42, delete “thermoplastic”.

Page 12-7, Subarticle 1205-4(C) Application, lines 2, 3, 10, 21 and 31, delete “thermoplastic”.

Page 12-7, Subarticle 1205-4(C) Application, after line 17, in Table 1205-2 MINIMUM REFLECTOMETER REQUIREMENTS FOR THERMOPLASTIC replace “Standard Glass Beads” with “High Performance Glass Beads” and for the Reflectivity of White replace “375 mcd/lux/m²” with “425 mcd/lux/m²” and Yellow replace “250 mcd/lux/m²” with “325 mcd/lux/m²”

Page 12-7, Subarticle 1205-4(C) Application, line 23, replace “thermoplastic pavement marking” with “final pavement marking”.

Page 12-7, Subarticle 1205-4(C) Application, after line 32, replace “TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC” with “TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC AND INTEGRATED MULTIPOLYMER”.

Page 12-9, Subarticle 1205-5(C) Observation Period, before line 1, replace “375 mcd/lux/m²” with “425 mcd/lux/m²” and replace “250 mcd/lux/m²” with “325 mcd/lux/m²”.

Page 12-11, Subarticle 1205-8(C) Application, lines 17-20, replace the first paragraph with the

following:

Final pavement marking application of paint shall be placed in 1 application of 30 mils wet each and consist of reflective media applied at a rate to immediately obtain the minimum retroreflective values.

Page 12-11, Subarticle 1205-8(C) Application, line 26, delete “15 mil”.

Page 12-11, Subarticle 1205-8(C) Application, after line 31, replace Table 1205-6 with the following:

TABLE 1205-6 REFLECTOMETER REQUIREMENTS FOR PAINT		
Item	Color	Reflectivity
Standard Glass Beads	White	225 mcd/lux/m ²
	Yellow	200 mcd/lux/m ²
High Performance Glass Beads	White	425 mcd/lux/m ²
	Yellow	325 mcd/lux/m ²

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 5-7, delete and replace the second sentence of the first paragraph with the following:

In addition, *Paint Pavement Marking Lines* will be paid per linear foot for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 12-14, delete and replace the second sentence of the second paragraph with the following:

In addition, *Paint Pavement Marking Symbols* will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19, delete and replace the third sentence of the third paragraph with the following:

In addition, *Paint Pavement Marking Characters* will be paid for each 15 mil application placed in accordance with Subarticle 1205-8(C) for temporary pavement markings during temporary traffic patterns.

Page 12-12, Article 1205-10 MEASUREMENT AND PAYMENT, lines 17-19, replace the second sentence of the ninth paragraph with the following:

No direct payment will be made for the work involved in applying the lines, including but not limited to surface preparation, reapplication of molten pavement marking crossed by a vehicle, removal of all pavement marking materials spilled on the roadway surface, and repair of markings tracked by a vehicle.

Page 12-13, Article 1205-10 MEASUREMENT AND PAYMENT, after line 12, add the following to the pay item and pay unit list:

Pay Item	Pay Unit
Integrated Multipolymer Pavement Marking Lines, __", __ mils	Linear Foot
Integrated Multipolymer Pavement Marking Symbols, __ mils	Each
Integrated Multipolymer Pavement Marking Characters, __ mils	Each

SNOWPLOWABLE DELINEATION:

(10-15-24)

1253

SP12 R53

Description

Furnish, install and maintain snowplowable delineation.

There are five snowplowable delineation alternate options approved for use in North Carolina. They include the following markers and markings options:

- (1) Polycarbonate H-shaped Markers
- (2) Inlaid Raised Pavement Markers
- (3) 10' Rumble Skips
- (4) Inlaid Cradle Markers
- (5) 10' Inlaid Pavement Markings

Only one type of snowplowable delineation will be allowed on a single project.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Epoxy	1081
Pavement Markings	1087
Snowplowable Pavement Markers	1086-3

Any snowplowable pavement delineation shall conform to the applicable requirements of Sections 1086, 1087, and 1081 of the *Standards and Specifications*. Use snowplowable delineation markers and markings listed on the NCDOT APL. Any treatment that requires pavement cutting or milling shall be installed within 7 calendar days of the pavement cutting or milling operation.

Construction Methods

(A) General

For any snowplowable delineation, prior to installation, by brushing, blow cleaning, vacuuming or other suitable means, ensure that all materials and the pavement surface are free of dirt, grease, dust, oil, moisture, mud, grass, or any other material that would prevent adhesion to the pavement by brushing blow cleaning, or vacuuming. If required, apply a primer per manufactures recommendations to pavement surfaces before applying pavement marking material.

Install snowplowable delineation per manufacturers specifications every 80 feet. Make sure pavement markers are oriented to traffic correctly and pavement markings are applied in a uniform thickness. Do not apply markings over longitudinal joints. Protect the pavement markings until they are tack free. Apply applicable Sections 1205 and 1250 of the *Standards Specifications*.

If damage occurs during installation the effected treatments shall be corrected or replaced. This work shall be considered incidental to the installation of the marking or marker.

(B) Polycarbonate H-shaped Markers and Inlaid Cradle Markers

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

Install polycarbonate H-shaped markers and inlaid cradle markers castings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the casting of the polycarbonate H-shaped markers and inlaid cradle markers.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within 7 calendar days after saw cutting , milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Install polycarbonate H-shaped markers and inlaid cradle markers according to the manufacturer's recommendations.

Protect the polycarbonate H-shaped markers or inlaid cradle markers until the epoxy has initially cured and is track free.

Construct inlaid cradle markers in accordance with the details in the plans and as directed by the Engineer.

(C) Reflector Replacement

The following requirements only apply to polycarbonate H-shaped markers and inlaid cradle markers.

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial polycarbonate H-shaped markers or inlaid cradle markers specified in this section.

If during reflector replacement it is discovered that the housing is missing or broken this will be paid as *Polycarbonate H-shaped Markers* or *Inlaid Cradle Markers*. Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings.

(D) Inlaid Raised Pavement Markers

Cut groove in accordance with the details in the plans and as directed by the Engineer.

Use adhesive recommended by the manufacturer to install markers into the groove in accordance with Section 1251. The raised pavement markers are incidental to inlaid raised pavement markers.

(E) 10' Rumble Skips

Construct 10' rumble skips on asphalt concrete in accordance with Section 665 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. Construct 10' rumble skips on Portland cement concrete in accordance with Section 730 for all centerline and shoulder rumble skips, details in the plans and as directed by the Engineer. The milled rumble strips are incidental to the rumble skips. Using polyurea or extruded 90 mil thermoplastic construct pavement markings in accordance with Section 1205.

(F) 10' Inlaid Pavement Markings

The groove in which the marking is to be placed shall be one inch wider than the marking to be placed and 10 mils deeper than the thickness of the marking.

When using this method, use enhanced reflective media. The following retroreflectivity values shall be met.

MINIMUM INITIAL REFLECTOMETER READINGS		
Item	Color	Reflectivity
Enhanced Reflectivity Media	White	450 mcd/lux/m ²
	Yellow	350 mcd/lux/m ²

Using polyurea, extruded 90 mil thermoplastic or cold applied plastic construct pavement markings in accordance with Section 1205.

Maintenance

Maintain all installed snowplowable delineation before acceptance by the Engineer.

Measurement and Payment

Polycarbonate H-shaped Markers will be measured and paid as the actual number of polycarbonate H-shaped markers satisfactorily placed and accepted by the Engineer.

Inlaid Raised Pavement Markers will be measured and paid as the actual number of inlaid raised pavement markers satisfactorily placed and accepted by the Engineer.

10' Rumble Skips will be measured and paid as the actual number of rumble skips satisfactorily placed and accepted by the Engineer.

Inlaid Cradle Markers will be measured and paid as the actual number of pavement markers satisfactorily placed and accepted by the Engineer.

10' Inlaid Pavement Markings will be measured and paid as the actual number of 10' inlaid pavement markings satisfactorily placed and accepted by the Engineer.

Replace Snowplowable Pavement Marker Reflector will be measured and paid in accordance with Article 1253-5.

Payment will be made under:

Pay Item	Pay Unit
Polycarbonate H-shaped Markers	Each
Inlaid Raised Pavement Markers	Each
10' Rumble Skips	Each
Inlaid Cradle Markers	Each
10' Inlaid Pavement Markings	Each

CONSTRUCTION MATERIALS MANAGEMENT

(3-19-19) (rev. 04-27-20)

Description

The requirements set forth shall be adhered to in order to meet the applicable materials handling requirements of the NCG010000 permit. Structural controls installed to manage construction materials stored or used on site shall be shown on the E&SC Plan. Requirements for handling materials on construction sites shall be as follows:

Polyacrylamides (PAMS) and Flocculants

Polyacrylamides (PAMS) and flocculants shall be stored in leak-proof containers that are kept under storm-resistant cover or surrounded by secondary containment structures designed to protect adjacent surface waters. PAMS or other flocculants used shall be selected from the NC DWR List of Approved PAMS/Flocculants. The concentration of PAMS and other flocculants used shall not exceed those specified in the NC DWR List of Approved PAMS/Flocculants and in accordance with the manufacturer's instructions. The NC DWR List of Approved PAMS/Flocculants is available at:

https://files.nc.gov/ncdeq/Water+Quality/Environmental+Sciences/ATU/PAM8_30_18.pdf

Equipment Fluids

Fuels, lubricants, coolants, and hydraulic fluids, and other petroleum products shall be handled and disposed of in a manner so as not to enter surface or ground waters and in accordance with applicable state and federal regulations. Equipment used on the site must be operated and maintained properly to prevent discharge of fluids. Equipment, vehicle, and other wash waters shall not be discharged into E&SC basins or other E&SC devices. Alternative controls should be provided such that there is no discharge of soaps, solvents, or detergents.

Waste Materials

Construction materials and land clearing waste shall be disposed of in accordance with North Carolina General Statutes, Chapter 130A, Article 9 - Solid Waste Management, and rules governing the disposal of solid waste (15A NCAC 13B). Areas dedicated for managing construction material and land clearing waste shall be at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available. Paint and other liquid construction material waste shall not be dumped into storm drains. Paint and other liquid construction waste washouts should be located at least 50 away from storm drain inlets unless there is no alternative. Other options are to install lined washouts or use portable, removable bags or bins. Hazardous or toxic waste shall be managed in accordance with the federal Resource Conservation and Recovery Act (RCRA) and NC Hazardous Waste Rules at 15A NCAC, Subchapter 13A. Litter and sanitary waste shall be managed in a manner to prevent it from entering jurisdictional waters and shall be disposed of offsite.

Herbicide, Pesticide, and Rodenticides

Herbicide, pesticide, and rodenticides shall be stored and applied in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, North Carolina Pesticide Law of 1971 and labeling restrictions.

Concrete Materials

Concrete materials onsite, including excess concrete, must be controlled and managed to avoid contact with surface waters, wetlands or buffers. No concrete or cement slurry shall be discharged from the site. (Note that discharges from onsite concrete plants require coverage under a separate NPDES permit – NCG140000.) Concrete wash water shall be managed in accordance with the *Concrete Washout Structure* provision. Concrete slurry shall be managed and disposed of in accordance with *NCDOT DGS and HOS DCAR Distribution of Class A Residuals Statewide* (Permit No. WQ0035749). Any hardened concrete residue will be disposed of, or recycled on site, in accordance with state solid waste regulations.

Earthen Material Stock Piles

Earthen material stock piles shall be located at least 50 feet away from storm drain inlets and surface waters unless it can be shown that no other alternatives are reasonably available.

Measurement and Payment

Conditions set within the *Construction Materials Management* provision are incidental to the project for which no direct compensation will be made.



01/21/2025

Signed by:

Matthew V. Springer, PE

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HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES:

(12-1-20) (Rev. 1-21-25)

Description

This special provision covers machine applied “hot spray” thermoplastic pavement marking material with both incorporated reflective media.

General, Color, Packing for Shipment, Storage, Materials, Construction Methods, Maintenance, Method of Measurement, and Basis of Payment shall be as described in Section 1087 and Section 1205 of the *Standard Specifications*, with the exceptions as shown below:

Revise the *Standard Specifications* as follows:

Page 10-187, Subarticle 1087-4(C) Gradation & Roundness, lines 4-6, replace this subarticle with the following:

For drop-on glass beads, use high performance glass beads listed on the NCDOT APL in accordance with the manufacturer’s specifications.

The reflective media used in all pavement marking shall be used according to the manufacturer’s recommendations in order to meet the retroreflectivity requirements as stated in Subarticles 1205-4(C) and 1205-4(D) as measured by any Department approved mobile or handheld retroreflectometer.

The reflective media shall be capable of flowing freely through dispensing equipment in any weather suitable for marking the pavement.

Page 12-1, Subarticle 1205-2(B) Material Qualifications, line 9, add the following:

All “hot spray” thermoplastic manufacturers must be prequalified. In order to be prequalified, all “hot spray” Thermoplastic Pavement Marking manufacturers must have their material installed on the NTPEP test deck.

Page 12-6, Subarticle 1205-4(A)(3) Applicator Storage Kettle, delete lines 31-33, add the following:

Handliners shall not be allowed.

Use application equipment that provides multiple width settings ranging from 4 inches to 12 inches and multiple thickness settings to achieve a minimum 60 mil thickness in one pass.

Page 12-7, Subarticle 1205-4(C) Application, lines 2-5, delete the first paragraph and replace with the following:

All thermoplastic markings shall be of the hot, machine applied type. Application shall be accomplished by spraying methods only.

Page 12-7, Subarticle 1205-4(C) Application, lines 31-32, delete the last paragraph and replace with the following:

Produce a cross-sectional thickness of hot spray thermoplastic markings for long line markings only with a minimum thickness of 60 mils without reflective media or a minimum thickness of 65 mils with reflective media.

Extruded type thermoplastic shall not be sprayed.

The cross-sectional thickness of all “hot sprayed” thermoplastic markings above the surface of the existing pavement shall be no more than 70 mils.

The manufacturer of that material shall certify that the Contractor is trained to place the material. At least one member of each crew working on this project shall have completed this training. The Contractor shall furnish the Engineer written confirmation of this training from the material manufacturer prior to beginning the work.

If the hot sprayed thermoplastic is to be placed over milled-in rumble strips, the Contractor shall ensure that all debris is removed after milling and the surface is thoroughly cleaned to ensure optimum adhesion between the surface and the hot sprayed thermoplastic.

Page 12-12, Article 1205-10 Measurement and Payment, add the following:

Hot Spray Thermoplastic Pavement Marking Line, __" Width, __ mils Thick will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of solid lines will be the summation of the linear feet of solid line measured end-to-end of the line. The quantity of skip or broken lines will be the summation of the linear feet derived by multiplying the nominal length of a line by the number of marking lines satisfactorily placed. Such prices and payment will be full compensation for all work covered by this section including, but not limited to, furnishing, surface preparation, reapplication of molten pavement marking crossed by a vehicle, and removal of all pavement marking materials spilled on the roadway surface.

Payment will be made under:

Pay Item	Pay Unit
Hot Spray Thermoplastic Pavement Marking Lines, __", __ mils	Linear Foot



Signed by:
Matthew V. Springer
-BC60F6E8B584403...
06/17/2025

YIELD LINES PAVEMENT MARKING:

(1-15-24)(Rev. 6-17-25)

Description

Install yield lines in accordance with this special provision, Section 1205 of the *Standard Specifications* and as directed by the Engineer.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item

Pavement Markings

Section

1087

The material for yield line pavement markings shall be thermoplastic, integrated multipolymer, polyurea, type III cold applied plastic, or heated-in-place thermoplastic. Paint may be used for temporary yield line pavement markings.

Application

Refer to Section 1205 of the *Standard Specifications* and refer to Division 12 of the *Roadway Standard Drawings* on application of products used for yield lines. Refer to the integrated multipolymer (IMP) pavement marking special provision found elsewhere in this contract as applicable. Yield lines shall be a row of solid white isosceles triangles with 3 to 12 inches between each one, 12 to 24 inches in width, with a height 1.5 times the width. Yield lines shall point towards traffic, and they shall be placed at least 4 feet before the nearest controlled crosswalk. For unsignalized midblock crosswalks, yield lines shall be placed with the Yield Here to Pedestrians sign located 20 to 50 feet in advance of the crosswalk. Yield lines are not symbols or characters.

Measurement and Payment

Yield Line _____ Pavement Marking, __", __mils (for thermoplastic, integrated multipolymer, polyurea and heated-in-place thermoplastic material), *Yield Line Pavement Marking, Type III (___")* (for Type 3 cold applied plastic material), or *Yield Line Pavement Marking, ___"* (for paint material) will be measured and paid as the actual number of linear feet of pavement marking lines satisfactorily placed and accepted by the Engineer. The quantity of lines will be the summation of the linear feet of solid line measured end-to-end of the line.

Payment will be made under:

Pay Item	Pay Unit
Yield Line _____ Pavement Marking, __", __mils	Linear Feet
Yield Line Cold Applied Plastic Pavement Marking, Type III (___")	Linear Feet
Yield Line Paint Pavement Marking, ___"	Linear Feet

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)(Rev. 1-16-24)

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(D) of the *Standard Specifications*.

STANDARD SPECIAL PROVISION
ERRATA

(1-16-24)(Rev. 6-16-26)

Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26, replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3, replace "\$30,000" with "\$40,000".

Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7, replace "\$30,000" with "\$40,000".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace “applying the tack coat as specified.” with “applying the tack coat in accordance with Section 605.”.

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace “QC process.” with “QC process in accordance with Section 609.”.

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*" with "*Asphalt Concrete _____ Course, Type _____*".

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)" with “Sign Erection, Relocate Type ____ (Ground Mounted)”.

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the “unpopulated blank row” in Table 1024-2 between “Time of set, deviation from control” and “Chloride Ion Content, Max.”.

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum" with “minimum”.

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with “All labor, the manhole, other materials, excavation, backfilling, piping”.

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace "(1.25" with " , 1-1/4".

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES**

(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)

(3-18-03)(Rev. 3-18-25)

Z-04a

Within Quarantined Area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

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

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines> 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 present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

STANDARD SPECIAL PROVISION**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.

STANDARD SPECIAL PROVISION**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 1/16/2024)

Z-6

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books,

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
 - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.

2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”
 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

**TABLE 103-1
COMPLAINT BASIS**

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

(3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

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

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

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

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

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

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

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

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

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

STANDARD SPECIAL PROVISION**ON-THE-JOB TRAINING**

(10-16-07) (Rev. 6-16-26)

Z-10

Description

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

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.

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

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special 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 Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors 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 implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing 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.

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 special 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 trainees in each occupation shall be in their first year of 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 at minimum 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 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.

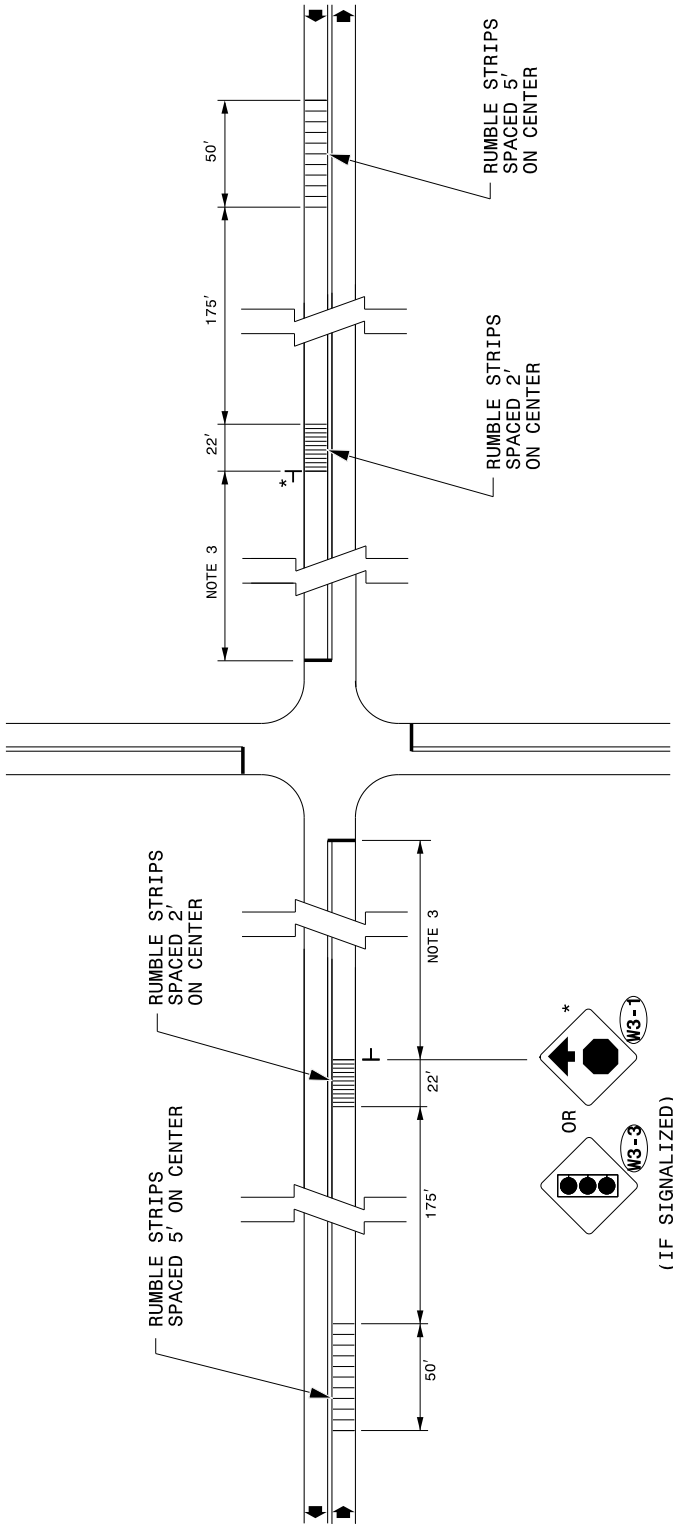
If a Contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

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

IN-LANE TWO-LANE, TWO-WAY THERMOPLASTIC RUMBLE STRIPS

PM-1

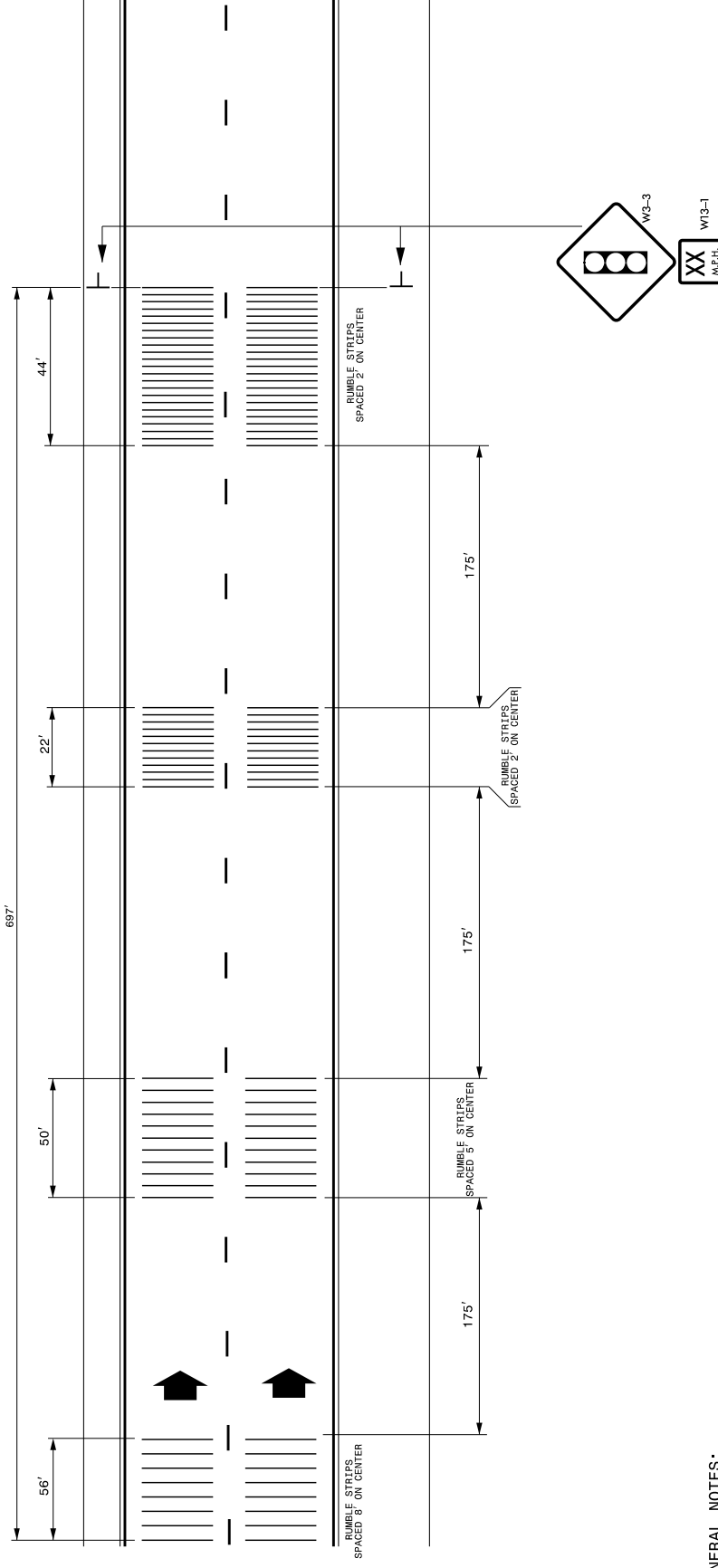


GENERAL NOTES:

- 1- ALL RUMBLE STRIPS SHALL BE CENTERED IN THE LANE AND SHALL BE 2 FEET LESS THAN THE WIDTH OF THE TRAVEL LANE.
- 2- RUMBLE STRIPS SHALL BE PLACED USING 4" x 240 MIL WHITE THERMOPLASTIC PAVEMENT MARKING MATERIAL.
- 3- PLACEMENT OF STOP-AHEAD (W3-1) OR SIGNAL-AHEAD (W3-3) SIGNS SHALL COMPLY WITH THE CURRENT MUTCD.

IN-LANE MULTI-LANE THERMOPLASTIC RUMBLE STRIPS

PM-2



GENERAL NOTES:

- 1- ALL RUMBLE STRIPS SHALL BE CENTERED IN THE LANE AND SHALL BE 2 FEET LESS THAN THE WIDTH OF THE TRAVEL LANES.
- 2- RUMBLE STRIPS SHALL BE PLACED USING 4" X 240 MIL WHITE THERMOPLASTIC PAVEMENT MARKING MATERIAL.
- 3- PLACEMENT OF SIGNAL-AHEAD (W3-3) SIGNS SHALL COMPLY WITH THE CURRENT MUTCD.
- 4- SIGNS SHALL BE DUAL MOUNTED WITH TYPE 'B' WARNING FLAGS.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet of

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

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

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

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.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet of

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

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

MBE Percentage of Total Contract Bid Price _____%

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

WBE Percentage of Total Contract Bid Price _____%

***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.**

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 Board of Transportation 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 Board of Transportation. 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

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 WORK ORDER ASSIGNMENT – Single Award Contracts**

Contract Title:	
Awarded Contractor:	PO #:

Work order Number: _____ **LDs (yes or waived):** _____

Project Location: _____

Project WBS: _____ **Payment & Performance Bonds Required (yes or no):** _____

Project Description and Special Notes:

Estimate of Line Items and Quantities, add additional rows if needed. Payment will be based on actual line items and quantities verified in the field.			
Line Code Item No.	Description	Unit	Quantity
Estimate Total:			

Estimate Approved By: _____ **Date:** _____

In acceptance of this work order, the contractor agrees to mobilize and pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract or as may be amended by the completion date.

Date of Availability:	Completion Date:
NCDOT's Signature:	Date of Signature:
Contractor's Signature:	Date of Signature:

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
WORK ORDER ASSIGNMENT – Multiple Award Contracts**

Contract Title:		Bonding Required (yes or no)
Awarded Contractors:		LDs (yes or waived):
1st Award		PO #:
2nd Award		PO #:
3rd Award		PO #:

Work order Number: _____
Project Location: _____
Project WBS: _____

Project Description and Special Notes:

Estimate of Line Items and Quantities, add additional rows if needed. Payment will be based on actual line items and quantities verified in the field.			
Line Code Item No.	Description	Unit	Quantity
Estimate Total:			

Estimate Approved By: _____ **Date:** _____

In acceptance of this work order, the contractor agrees to mobilize and pursue the work diligently with workers in sufficient numbers, abilities, and supervision, and with equipment, materials and methods of construction as may be required to complete the work described in the contract or as may be amended by the completion date.

Date of Availability:	Completion Date:
NCDOT's Signature:	Date of Signature:
Contractor's Signature:	Date of Signature:

ADDENDA

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.

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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

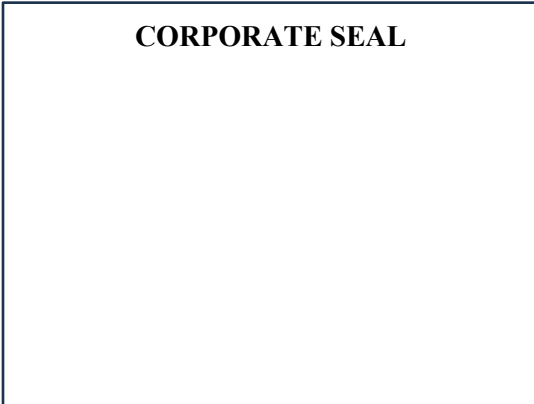
Address as prequalified

Attest _____
Signature of **Secretary, Assistant Secretary**
Select appropriate title

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

Print or type Signer's name



NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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
Partnership

Address as
prequalified

Signature of Witness

Signature of Partner

Print or type Signer's name

Print or type Signer's name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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

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

(1) _____
Name of Joint Venture
(2) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's Name and Print or type Signer's Name
If Corporation, affix Corporate Seal

(3) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's Name and Print or type Signer's Name
If Corporation, affix Corporate Seal

(4) _____
Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's Name and Print or type Signer's Name
If Corporation, affix Corporate Seal

CORPORATE SEAL(S)

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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 Individual Name

Trading and doing business as

Full name of Firm

Address as prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or type Signer's Name

Print or type Signer's Name

NON-COLLUSION, DEBARMENT GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder 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 Individual Name

Address as prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

ITEMIZED PROPOSAL FOR MJ00096

WBS # GMR10.ANS.1PT, Etc. TIP# N/A FA# N/A

Type of Work "As Needed" Contract for the Installation of Milled Rumble Strips, Sinusoidal Milled Rumble Strips, Pavement Markings, Removal of Pavement Markings, Polycarbonate H-Shaped Markers and Raised Pavement Markers

County Anson, Cabarrus, Mecklenburg, Stanly, and Union

Location Various State Maintained Roadways

LINE NO.	DESC. NO.	MASTER ITEM NO.	SEC. NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	257	1881000000-E	SP	CENTERLINE MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 6"	600000	LF		
2	257	1881000000-E	SP	CENTERLINE MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 12"	35000	LF		
3	257	1881000000-E	SP	CENTERLINE MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 16"	400	LF		
4	257	1881000000-E	SP	CENTERLINE MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 18"	400	LF		
5	257	1881000000-E	SP	MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 6"	600000	LF		
6	257	1881000000-E	SP	MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 12"	35000	LF		
7	257	1881000000-E	SP	MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 16"	400	LF		
8	257	1881000000-E	SP	MILLED RUMBLE STRIPS (ASPHALT CONCRETE), 18"	400	LF		
9	257	1881000000-E	SP	SINUSOIDAL MILLED RUMBLE STRIPS, 6"	1800000	LF		
10	257	1881000000-E	SP	SINUSOIDAL MILLED RUMBLE STRIPS, 8"	350000	LF		
11	257	1881000000-E	SP	SINUSOIDAL MILLED RUMBLE STRIPS, 12"	100000	LF		
12	257	1881000000-E	SP	SINUSOIDAL MILLED RUMBLE STRIPS, 14"	1000	LF		
13	257	1881000000-E	SP	SINUSOIDAL MILLED RUMBLE STRIPS, 18"	1000	LF		
14	629	4520000000-N	1266	TUBULAR MARKERS (FIXED)	100	EA		
15	644	4685000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 90 MILS)	700000	LF		
16	645	4687000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (4", 240 MILS)	600	LF		
17	646	4688000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (6", 90 MILS)	700000	LF		
18	647	4695000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (8", 90 MILS)	25000	LF		
19	648	4700000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (12", 90 MILS)	10000	LF		
20	649	4704000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (16", 90 MILS)	400	LF		
21	650	4709000000-E	1205	THERMOPLASTIC PAVEMENT MARKING LINES (24", 90 MILS)	6000	LF		
22	651	4720000000-E	1205	THERMOPLASTIC PAVEMENT MARKING CHARACTER (90 MILS)	180	EA		
23	652	4725000000-E	1205	THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	400	EA		
24	663	4726100000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING CHARACTER (120 MILS)	10	EA		
25	664	4726110000-E	1205	HEATED-IN-PLACE THERMOPLASTIC PAVEMENT MARKING SYMBOL (90 MILS)	10	EA		
26	665	4770000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE 3 (4")	4000	LF		

27	666	4775000000-E	1205	COLD APPLIED PLASTIC PAVEMENT MARKING LINES, TYPE 3 (6")	500	LF		
28	671	4800000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING CHARACTER, TYPE 3	10	EA		
29	672	4805000000-N	1205	COLD APPLIED PLASTIC PAVEMENT MARKING SYMBOL, TYPE 3	10	EA		
30	673	4810000000-E	1205	PAINT PAVEMENT MARKING LINES (4")	5000	LF		
31	674	4815000000-E	1205	PAINT PAVEMENT MARKING LINES (6")	3000	LF		
32	675	4820000000-E	1205	PAINT PAVEMENT MARKING LINES (8")	1000	LF		
33	677	4830000000-E	1205	PAINT PAVEMENT MARKING LINES (16")	80	LF		
34	678	4835000000-E	1205	PAINT PAVEMENT MARKING LINES (24")	240	LF		
35	679	4840000000-N	1205	PAINT PAVEMENT MARKING CHARACTER	40	EA		
36	680	4845000000-N	1205	PAINT PAVEMENT MARKING SYMBOL	16	EA		
37	681	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (4", 30 MILS)	25000	LF		
38	681	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (6", 30 MILS)	25000	LF		
39	681	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (8", 30 MILS)	15000	LF		
40	681	4846000000-E	1205	POLYUREA PAVEMENT MARKING LINES (16", 30 MILS)	10000	LF		
41	682	4847300000-N	1205	IN LANE ROUTE SHEILDS	15	EA		
42	687	4850000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (4")	20000	LF		
43	688	4855000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (6")	20000	LF		
44	689	4860000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (8")	2000	LF		
45	691	4870000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (24")	1200	LF		
46	692	4875000000-N	1205	REMOVAL OF PAVEMENT MARKING SYMBOLS & CHARACTERS	250	EA		
47	695	4890000000-E	SP	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES, 4", 60 MILS	1000000	LF		
48	695	4890000000-E	SP	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES, 6", 60 MILS	100000	LF		
49	695	4890000000-E	SP	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINES, 8", 60 MILS	20000	LF		
50	695	4890000000-E	SP	INTEGRATED MULTIPOLYMER PAVEMENT MARKING LINES, 4", 90 MILS	5000	LF		
51	695	4890000000-E	SP	INTEGRATED MULTIPOLYMER PAVEMENT MARKING LINES, 6", 90 MILS	2500	LF		
52	695	4890000000-E	SP	INTEGRATED MULTIPOLYMER PAVEMENT MARKING LINES, 8", 90 MILS	2500	LF		
53	695	4890000000-E	SP	REMOVAL OF YIELD LINE TRIANGLE PAVEMENT MARKING, 24", 90 MILS	100	LF		
54	695	4890000000-E	SP	YIELD LINE TRIANGLE PAVEMENT MARKING, 24", 90 MILS	100	LF		
55	696	4891000000-E	1205	REMOVAL OF PAVEMENT MARKING LINES (16")	400	LF		
56	697	4892000000-N	1205	REMOVAL OF IN LANE ROUTE SHEILDS	15	EA		
57	699	4895000000-N	SP	POLYCARBONATE H-SHAPED MARKERS	2000	EA		
58	701	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	3000	EA		

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>		<p>CORPORATE SEAL</p> <p>Title _____</p> <p>Date _____</p> <p>Title _____</p> <p>Date _____</p>
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Execution of Contract

Contract No: MJ00096

County: Anson, Cabarrus, Mecklenburg, Stanly and Union Counties

ACCEPTED BY THE DEPARTMENT

Division Contracts Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Engineer

Date