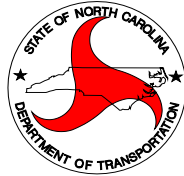


**STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION**



DIVISION 10 DISTRICT 1,2 & 3

**CONTRACT PROPOSAL**

<b>WBS ELEMENT:</b>	10.106011A, etc.	<b>COUNTY:</b>	Mecklenburg, Cabarrus, Stanly, Union & Anson
<b>TIP#:</b>	-NA-		
<b>FA#:</b>	-NA-		
<b>LOCATION:</b>	Various Bridges and Roadways in Division 10		
<b>TYPE OF WORK:</b>	Roadway Sweeping		
<b>BID OPENING:</b>	Wednesday August 19, 2015 at 10:00 A.M.		
<b>DATE OF AVAILABILITY:</b>	September 1, 2015		
<b>COMPLETION DATE:</b>	August 31, 2016		

**NOTICE:**

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

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
N.C. CONTRACTOR'S LICENSE NUMBER

\_\_\_\_\_  
ADDRESS OF BIDDER

\*\*\*DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!\*\*\*

**RETURN BIDS TO:**

Mr. Bruce Myers  
NC Department of Transportation  
716 W. Main St.  
Albemarle NC, 28001

# **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, except that bids may be prepared by electronic means as described elsewhere in the proposal. Failure to comply with any requirement shall cause the bid to be considered irregular and may be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
  - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
  - b. Name of individual or representative submitting bid and position or title.
  - c. Name, signature, and position or title of witness.
  - d. Federal Identification Number
  - e. Contractor's License Number
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. A bid bond or deposit is not required when submitting a bid for this project.
12. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 10 OFFICE AT 716 W. MAIN ST. ALBEMARLE, NC 28001 BY 10:00 AM ON WEDNESDAY AUGUST 19, 2015.**
13. If delivered by mail, the sealed envelope shall be addressed as follows:

**Mr. Bruce Myers  
NC Department of Transportation  
716 W. Main St.  
Albemarle NC, 28001**

14. The sealed bid must display the following statement on the bottom left-hand corner of the sealed envelope:

**QUOTATION FOR ROADWAY SWEEPING TO BE OPENED AUGUST 19, 2015 AT 10:00 A.M.**

The award of the contract, if it is awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (excluding 102-2 and 102-10) of the 2012 Standard Specifications for Roads and Structures. The lowest responsible Bidder will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

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## **PROJECT SPECIAL PROVISIONS (GENERAL)**

This contract is for sweeping bridges and roadways on various Primary and Secondary routes located in Mecklenburg, Cabarrus, Stanly, Union and Anson Counties. The Routes are listed elsewhere in this contract.

This work shall include, but not be limited to, the furnishing of all equipment, tools, materials, transportation, and labor necessary for the prosecution and completion of the work.

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 2012 Standard Specifications for Roads and Structures, the North Carolina Department of Transportation Roadway Standard Drawings, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

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

## **CONTRACT TIME**

This contract will be effective for one year beginning **September 1, 2015 and ending August 31, 2016. The Department of Transportation reserves the right to renew this contract for two (2) additional one-year periods as described below.**

The contractor shall submit his bid for one (1) year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each (maximum three (3) years total). If the contract is extended, the unit bid prices will be increased by three (3) percent for each one (1) year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$2.5 million per calendar year.

The Engineer will notify the Contractor in writing 45 calendar days before the annual expiration date on the Department's intent to renew this contract. The Contractor must notify the Engineer within 15 calendar days after receiving notice of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension. If the term of the contract is extended, the date of availability in succeeding years will be September 1, 2016, and September 1, 2017 and the completion dates shall be August 31, 2017, and August 31, 2018 respectively.

## **INTERMEDIATE CONTRACT TIME # 1 AND LIQUIDATED DAMAGES**

The Contractor shall complete a minimum of two cycles per contract year. The first cycle period shall begin on September 1, 2015 and conclude on November 30, 2015. The second cycle period shall begin on June 1, 2016 and conclude on August 31, 2016. No changes or alterations to the above cycle period schedule shall be allowed without the written consent of the Engineer.

Should the Contractor fail to complete a cycle within the scheduled time frame, liquidated damages will be imposed in the amount of **One Hundred Dollars (\$100.00) per calendar day** until the Contractor has completed the cycle.

## **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 **all roads and bridges not listed for night operations** during the following time restrictions:

### Day and Time Restrictions

**Monday thru Friday**  
**6:00am to 9:00am**  
**4:00pm to 6:00pm**

In addition, the Contractor shall not narrow or close a lane of traffic, 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:

**Liquidated Damages for failure to comply with lane closure restrictions are One Thousand Dollars (\$1,000.00) per hour or portion thereof.**

## HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 p.m. December 31st and 9:00 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 a.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 p.m. Thursday and 9:00 a.m. Monday.
- For **Memorial Day**, between the hours of 6:00 p.m. Friday and 9:00 a.m. Tuesday.

- For **Independence Day**, between the hours of 6:00 p.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 p.m. the Thursday before Independence Day and 9:00 a.m. the Tuesday after Independence Day.

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

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

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

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

**The liquidated damages are ONE THOUSAND DOLLARS (\$1000.00) per hour.**

**INTERMEDIATE CONTRACT TIME # 3 AND LIQUIDATED DAMAGES**

(2-20-07)

108

SPI 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 **all roads and bridges listed for night operations** during the following time restrictions:

Day and Time Restrictions

**Monday thru Friday  
6:00am to 8:00pm**

In addition, the Contractor shall not narrow or close a lane of traffic, 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:

**Liquidated Damages for failure to comply with lane closure restrictions are One Thousand Dollars (\$1,000.00) per hour or portion thereof.**

#### HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

- For any **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
- For **New Year's Day**, between the hours of 6:00 a.m. December 31st and 8:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 p.m. the following Tuesday.
- For **Easter**, between the hours of 6:00 a.m. Thursday and 8:00 p.m. Monday.
- For **Memorial Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
- For **Independence Day**, between the hours of 6:00 a.m. the day before Independence Day and 8:00 p.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 8:00 p.m. the Tuesday after Independence Day.

- For **Labor Day**, between the hours of 6:00 a.m. Friday and 8:00 p.m. Tuesday.
- For **Thanksgiving Day**, between the hours of 6:00 a.m. Wednesday and 8:00 p.m. Monday.
- For **Christmas**, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 8:00 p.m. the following Tuesday after the week of Christmas Day.

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

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

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

**The liquidated damages are ONE THOUSAND DOLLARS (\$1000.00) per hour.**



## **DIVISION LET CONTRACT PREQUALIFICATION**

(07-01-14)

SPD 01-410

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

### **AUTHORITY OF THE ENGINEER**

The Engineer for this project shall be the Division Engineer, Division 10, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

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

The Contractor will be required to obtain written approval from the Engineer for any subcontract work performed on this project prior to the subcontracted work being performed in accordance with Article 108-6 of the NCDOT Standard Specifications for Roads and Structures.

### **INSPECTION**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Engineer's inspector. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan. The contact person for this project will be Mr. Bruce Myers. He may be reached at (704) 982-1028 or by e-mail at [bmyers@ncdot.gov](mailto:bmyers@ncdot.gov)

### **EROSION, SILTATION, AND POLLUTION CONTROL**

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

## **PRECONSTRUCTION CONFERENCE**

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

## **BASIS OF PAYMENT AND CLAIMS**

The quantity of unit or lump sum prices and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, fuels, lubricants, repair parts, equipment, machinery and tools, materials necessary for the prosecution and completion of the work. 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. All invoices for payment shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the Standard Specifications. In no case will the total amount paid to the contractor exceed the total contract quote by more than ten percent without prior written request from the Division Engineer to Fiscal Section.

## **BASIS OF ACCEPTANCE**

Acceptance will be made only after the satisfactory completion of all required work in the subject cycle. All work shall be completed in a neat, workmanlike manner. Work not completed in such manner will not be accepted.

## **CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME**

The Contractor's attention is directed to the fact that Article 104-5 pertaining to revised contract unit prices will not apply to this contract. Any claims for additional compensation and/or extension of the completion date shall be submitted to the Division Engineer with detailed justification with the final invoice. The failure to submit the claim(s) with the final invoice may be a bar to recovery. Please be advised that General Statute 136-29 of the Road and Highway Laws of North Carolina provides that a contractor who has not received the amount he claims he is due under the contract may submit a written verified claim to the State Highway Administrator within sixty (60) days after receipt of the final statement. The mailing address for the State

Highway Administrator is: N. C. Department of Transportation, 1536 Mail Service Center, Raleigh, NC 27699-1536.

### **CONTRACT PAYMENT AND PERFORMANCE BOND**

The successful bidder will be required to execute both a payment bond and a performance bond for a contract of \$300,000 or more. The successful bidder, within 14 calendar days after the notice of award is received by him, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract. All bonds shall be on the State bond forms which can be located @ **www.NCDOT.org**. The corporate surety furnishing the bonds shall be authorized to do business in the State. The successful bidder's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for rescinding the award of the contract.

### **SUPERVISION BY CONTRACTOR**

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract, and plans; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

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

### **DEFAULT OF CONTRACT**

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

## **BANKRUPTCY**

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

## **BIDS**

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$2,500,000, the bid will not be considered for award.

## **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.

## **NOTIFICATION OF OPERATIONS**

It will be the responsibility of the Contractor to keep the Engineer informed of his/her proposed work plan and to submit written reports of work accomplished on a frequency, determined by the Engineer. The Contractor shall notify the Engineer of his proposed work scheduled on a daily basis. The contractor shall notify the Engineer each day, prior to 11:30 AM of the work accomplished within the previous 24 hours. The Contractor shall keep a log of work accomplished on the form supplied by the Department. The Contractor and the Engineer shall meet at the end of each cycle to reconcile their respective logs of work accomplished.

## **NIGHT OPERATIONS**

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

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

## **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.

## **PROSECUTION OF WORK**

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.

It is further the intent that the Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with the 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.

In the event that the Contractor's operations are suspended in violation of the above provisions, the sum of **\$500.00** will be charged to the contractor for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages. 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 by the completion date.

## **SAFETY AND ACCIDENT PROTECTION**

In accordance with Article 107-21 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

## **PROTECTION AND RESTORATION OF PROPERTY**

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

The Contractor shall conduct his operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, WRONG WAY, etc.) suffer any damage, the Engineer, or his representative, shall be notified within two hours of the aforesaid damage. Damage to STOP signs shall be repaired by the contractor immediately and reported to the Engineer within two hours of the aforesaid damage. Such signs may be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. may be repaired or replaced by the Contractor subject to approval by the Engineer or they may be repaired or replaced by the Department at the Contractor's expense.

The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, he shall either restore at his own expense such property to a similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the Department may, at the Contractor's expense, repair, rebuild, or otherwise restore such property in such manner as the Engineer may consider necessary.

## **RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions or claims by any character brought for any injury or damage received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract. Acceptance of this contract shall be regarded as the Contractor's agreement to this provision.

## **POSTED WEIGHT LIMITS**

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

107

SP1 G 24R

The Contractor's attention is directed to the fact that many Primary and Secondary Roads and bridges are posted with weight limits less than the legal limit. Do not exceed the posted weight limits in transporting materials and/or equipment to the projects, unless otherwise indicated below. Make a thorough examination of all projects and haul routes and be prepared to discuss them at the Preconstruction Conference.

**NO MAJOR CONTRACT ITEMS**

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

104

SP1 G31

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

**NO SPECIALTY ITEMS**

(7-1-95)

108-6

SP1 G34

None of the items included in this contract will be specialty items (see Article 108-6 of the *2012 Standard Specifications*).

**FUEL AND ASPHALT PRICE ADJUSTMENT**

(1-3-12)

SP1 G44

No fuel or asphalt price adjustments will be made on this project.

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

(10-16-07)(Rev. 12-17-13)

102-15(J)

SP1 G67

**Description**

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

**Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required.

*Committed MBE/WBE Subcontractor* - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or 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 Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

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

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

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

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

*North Carolina Unified Certification Program (NCUCP)* - A program that provides comprehensive services and information to applicants for MBE/WBE certification.



The MBE/WBE program follows the same regulations as the federal Disadvantaged Business Enterprise (DBE) program in accordance with 49 CFR Part 26.

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

*WBE Goal* - A portion of the total contract, expressed as a percentage, that is 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.  
<http://www.ncdot.org/doh/forms/files/DBE-IS.xls>

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

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

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

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

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

*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>

### **MBE and WBE Goal**

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract:

(A) Minority Business Enterprises **0** %

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

(B) Women Business Enterprises **0** %

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

### **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 MBE and WBE goals respectively. The Directory can be found at the following link. <https://partner.ncdot.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 MBE goal and the 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 submitted at the time of bid will be used toward 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) *If either the MBE or WBE goal is more than zero,*
- (1) 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.
  - (2) 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.
  - (3) 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 corresponding goal.
- (B) *If either the MBE or 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 MBE and WBE goals, the firm is responsible for meeting the goals or making good faith efforts to meet the goals, just like any other bidder. In most cases, a MBE or WBE bidder on a contract will meet one of the goals 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.

For example, on a proposed contract, the WBE goal is 10%, and the MBE goal is 8%. A WBE bidder puts in a bid where they will perform 40% of the contract work and have a WBE subcontractor which will perform another 5% of the work. Together the two WBE firms submit on the *Listing of MBE and WBE Subcontractors* a value of 45% of the contract which fulfills the WBE goal. The 8% MBE goal shall be obtained through MBE participation with MBE certified subcontractors or documented through a good faith effort. It should be noted that you cannot combine the two goals to meet an overall value. The two goals shall remain separate.

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 MBE and WBE goals 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 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 MBE and WBE goals, or if the form is incomplete (i.e. both signatures are not present), the MBE/WBE participation will not count toward meeting the MBE/WBE goal. If the lack of this participation drops the commitment below either the MBE or 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 12:00 noon 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 12:00 noon on the next official state business day.

### **Submission of Good Faith Effort**

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

One complete set and (6) copies of this information shall be received in the office of the Engineer no later than 12:00 noon of the sixth calendar day following opening of bids, unless the sixth 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 12:00 noon 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 MBE/WBE Goals 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 who have the capability to perform the work of the contract. 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 MBE and WBE goals 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 contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested MBEs/WBEs 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 contract goals 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 contract MBE or WBE goals, 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 NCDOT's Business Development Manager in the Business Opportunity and Work Force Development Unit 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 MBE and WBE 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 MBE and WBE goals.
- (2) The bidders' past performance in meeting the MBE and WBE goals.
- (3) The performance of other bidders in meeting the MBE and WBE goals. For example, when the apparent successful bidder fails to meet the goals, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the apparent successful bidder could have met the goals. If the apparent successful bidder fails to meet the MBE and WBE goals, 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 MBE and WBE goals can be met or that an adequate good faith effort has been made to meet the MBE and WBE goals.

### **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 MBE/WBE Goals**

#### **(A) Participation**

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

#### **(B) Joint Checks**

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

(C) Subcontracts (Non-Trucking)

A MBE/WBE may enter into subcontracts. Work that a MBE subcontracts to another MBE firm may be counted toward the MBE contract goal requirement. The same holds for work that a WBE subcontracts to another WBE firm. Work that a MBE subcontracts to a non-MBE firm does not count toward the MBE contract goal requirement. Again, the same holds true for the work that a WBE subcontracts to a non-WBE firm. 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. The MBE/WBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption may be subject to review by the Office of Inspector General, NCDOT.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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



provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

(A) MBE/WBE Utilization

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

(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 MBE or 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 goal requirement. 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 liable for meeting the goal.

- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

When a Contractor has relied on a commitment to a MBE or WBE firm (or an approved substitute MBE or WBE firm) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate. A MBE/WBE may only be terminated after receiving the Engineer's written approval based upon a finding of good cause for the termination.

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

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to MBEs/WBEs that their interest is solicited in contracting the work defaulted by the previous MBE/WBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBEs/WBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of MBEs/WBEs who were contacted.
  - (b) A description of the information provided to MBEs/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why MBE/WBE quotes were not accepted.
- (4) Efforts made to assist the MBEs/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE

subcontractor with another similarly certified MBE/WBE subcontractor to perform at least the same amount of work to meet the MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

### **Changes in the Work**

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

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

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

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBEs/WBEs equal to the reduced MBE/WBE participation caused by the changes.

### **Reports and Documentation**

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

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

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

## **Reporting Minority and Women Business Enterprise Participation**

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

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

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

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

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

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

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

The Contractor shall report the accounting of payments on the Department's DBE-IS (*Subcontractor Payment Information*) with each invoice. Invoices will not be processed for payment until the DBE-IS is received.

## **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *2012 Standard Specifications* may be cause to disqualify the Contractor.

## **RESOURCE CONSERVATION AND ENVIRONMENTALLY SUSTAINABLE PRACTICES**

(5-21-13) (Rev. 5-19-15)

104-13

SP1 G118

In accordance with North Carolina Executive Order 156, NCGS 130A-309.14(3), and NCGS 136-28.8, it is the objective of the Department to aid in the reduction of materials that become a part of our solid waste stream, to divert materials from landfills, to find ways to

recycle and reuse materials, to consider and minimize, where economically feasible, the environmental impacts associated with agency land use and acquisition, construction, maintenance and facility management for the benefit of the Citizens of North Carolina.

To achieve the mission of reducing environmental impacts across the state, the Department is committed to supporting the efforts to initiate, develop and use products and construction methods that incorporate the use of recycled, solid waste products and environmentally sustainable practices in accordance with Article 104-13 of the *Standard Specifications*.

Report the quantities of reused or recycled materials either incorporated in the project or diverted from landfills and any practice that minimizes the environmental impact on the project annually on the Project Construction Reuse and Recycling Reporting Form. The Project Construction Reuse and Recycling Reporting Form and a location tool for local recycling facilities are available at:

<http://connect.ncdot.gov/resources/Environmental/Pages/North-Carolina-Recycling-Locations.aspx>.

Submit the Project Construction Reuse and Recycling Reporting Form by August 1 annually to [valuemanagementunit@ncdot.gov](mailto:valuemanagementunit@ncdot.gov). For questions regarding the form or reporting, please contact the State Value Management Engineer at 919-707-4810.

## **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.

## **GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

RG 152

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

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

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

### **LIABILITY INSURANCE**

(5-20-14)

SP1 G160

Revise the *2012 Standard Specifications* as follows:

**Page 1-60, Article 107-15 LIABILITY INSURANCE, line 16**, add the following as the second sentence of the third paragraph:

Prior to beginning services, all contractors shall provide proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors, irrespective of whether having regularly in service fewer than three employees.

### **EMPLOYMENT**

(11-15-11) (Rev. 1-17-12)

108, 102

SP1 G184

Revise the *2012 Standard Specifications* as follows:

**Page 1-20, Subarticle 102-15(O)**, delete and replace with the following:

**(O)** Failure to restrict a former Department employee as prohibited by Article 108-5.

**Page 1-65, Article 108-5 Character of Workmen, Methods, and Equipment, line 32**, delete all of line 32, the first sentence of the second paragraph and the first word of the second sentence of the second paragraph.

### **STATE HIGHWAY ADMINISTRATOR TITLE CHANGE**

(9-18-12)

SP1 G185

Revise the *2012 Standard Specifications* as follows:

Replace all references to "State Highway Administrator" with "Chief Engineer".

## SUBLETTING OF CONTRACT

(11-18-2014)

108-6

SP1 G186

Revise the *2012 Standard Specifications* as follows:

**Page 1-66, Article 108-6 Subletting of Contract, line 37**, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

**Page 1-67, Article 108-6 Subletting of Contract, line 7**, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.



## **PROJECT SPECIAL PROVISIONS (ROADWAY)**

### **SCOPE OF WORK**

This contract is for sweeping bridges and roadways on various Primary and Secondary routes located in Mecklenburg, Cabarrus, Stanly, Union and Anson Counties. The Routes are listed elsewhere in this contract.

### **POLICY**

It is the policy of the North Carolina Department of Transportation to maintain State Highway system roadsides in a pleasing and safe condition commensurate with the functions and service rendered by individual highway segments. **Any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses and other accumulated material or foreign matter, shall be removed by sweeping, cleaning, vacuuming, shoveling, and disposal of the material.**

These specifications and special provisions are end–result oriented. Although the main purpose of this contract is to accomplish road-sweeping operations on State roadways, the Contractor will encounter objects larger than what a sweeper can remove. Objects such as, but not limited to tires, tire parts, hub caps, large stones, boxes, tree limbs/bark, wood, cable, large silt and grass combination etc. may be encountered by the Contractor. At such time, the Contractor shall remove these objects by hand if sweeper operations are unsuccessful.

### **CYCLE**

A cycle is one complete sweeping of the bridges and routes identified in the List of Bridges and List of Routes included in this Contract. The Contractor shall be required to complete a minimum of two (2) cycles per year. The first cycle period shall begin on September 1, 2015 and conclude on November 30, 2015. The second cycle period shall begin on June 1, 2016 and conclude on August 31, 2016. No changes or alterations to the above cycle period schedule shall be allowed without the written consent of the Engineer.

### **EQUIPMENT REQUIRMENTS**

The Contractor shall furnish a minimum of two “Vacuum Sweeper Units” of sufficient type, capacity, and quantity to safely and efficiently perform and complete the sweeping work as specified in the Special Provisions within the prescribed cycle schedule time limits. The Contractor shall display the Company name on each piece of equipment.

The Contractor must demonstrate to the satisfaction of the Engineer that the sweeping equipment to be used in the work is in good working condition and suitable for performing the work required within the required cycle schedule.

All sweepers shall be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms. All such equipment is subject to inspection and final approval by the Engineer. Such approval may require an onsite demonstration of the capability of any proposed equipment. All vehicles used by the contractor must be performance worthy by visual and operational inspection.

Support vehicles, including safety trucks, debris transfer vehicles, pick-up trucks, sweeper truck and any other vehicles used in the sweeping operation, shall be properly equipped in accordance with the NCDOT January 2012 Roadway Standard Drawings and 2012 Standard Specifications.

### **OPERATION OF EQUIPMENT**

The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Crossing lanes of traffic and erratic driving between the median and outside shoulders will be strictly prohibited. Insofar as possible, the equipment wheels are to remain off the travel way during sweeping operations. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer. The Department shall, at its discretion establish and/or change schedules because of citizen complaints of noise or similar discomforts affecting their homes or buildings adjacent to the roadway. Special events may delay or cause the postponement of sweeping on a given period of time. No work is to be performed during adverse weather such as heavy rains, fog, high winds, snow and ice storms, and other inclement weather conditions.

The distance between the Sweeper and the Buffer Truck will vary due to sight distance needs. However, it is critical that the operators be aware that if the gap is too great, motorists will attempt to pass and may cut into the middle of the caravan of operation. For this reason, operators are advised to be constantly aware of approaching traffic and make reasonable adjustments as needed to prevent motorists from entering the space between the Sweeper and the Buffer Truck, thereby safeguarding the caravan operations from potential accidents. Radio communication between vehicles is recommended.

The Work Zone shall not exceed five (5) miles in length. The total distance between the first and last vehicle in the caravan should be no more than approximately one (1) mile in length.

### **SAFETY**

All sweeping operations shall be accomplished “with” or in the same direction as the traffic flow. Sweeping against or opposing the traffic “**SHALL NOT**” be permitted. The sweeping operation shall not cause material to be thrown into travel lane. Material shall not be swept across a travel lane. If an accident occurs as a result of or in the vicinity of the sweeping operation, the Contractor shall be responsible for notifying the Engineer (Bruce Myers @ 704-984-1339) by telephone immediately.

## **ROUTINE SWEEPING**

### **Description**

The item consist of sweeping, cleaning, removing or picking up of all foreign material not intentionally bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregate, and undesirable grasses and other accumulated material or foreign matter, from designed pavement areas and the disposal of such material at a location outside of the right-of way.

### **Construction Methods**

The Contractor shall sweep the designated pavement areas as identified in the List of Bridges and List of Routes included in this Contract. The designated area will be a swath along the paved shoulder and/or adjacent to a barrier wall, curb and gutter or a bridge curb/rail. A swath shall be a minimum of seven (7) feet in width.

Contractor should be aware that when sweeping operations are performed, traffic control shall be in accordance with STD 1101.02 sheets 12, 13 & 15 of the NCDOT January 2012 Roadway Standard Drawings and the Special Provision for Traffic Control and Work Zone Safety.

The Contractor will be responsible for the disposal of all debris.

### **Measurement and Payment**

The quantity of Sweeping to be paid for will be the actual number of shoulder miles, measured along the surface of the ground which have been swept and accepted. Sweeping will be paid for at the contract unit price per shoulder mile for the various secondary routes and divided non-interstate highway systems.

Such prices and payments will be full compensation for all work, including, but not limited to supervision, labor, transportation, landfill fees, fuels, lubricants, repair parts, equipment, signage, machinery, and tools necessary for the prosecution and completion of the work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Routine Sweeping .....	Shoulder Mile
Multilane Divided Non-Interstate Sweeping.....	Shoulder Mile

**ADDITIONAL SWEEPING**

**Description**

The Department may request the Contractor provide sweeping for other routes, bridges and intersections in addition to those listed on the Routine Sweeping list. The Contractor will be compensated for this work under the pay item *Additional Sweeping*. This pay item will cover request such as sweeping full width roadways as a result of an Asphalt Surface Treatment project, roadway shoulders that need to be swept once or sweeping routes beyond the Routine Sweeping cycle of twice per year. The Department will notify the Contractor in writing of these request.

**This pay item is not for routes and bridges that may be added to the routine sweeping list and required to be swept as part of the normal cycle of twice per year.**

**Measurement and Payment**

The quantity of *Additional Sweeping* and *Additional Sweeping with TMA* to be paid for will be the actual number of hours the Contractors equipment was performing additional sweeping operations as directed by the Engineer or his representative.

Such price and payment will be full compensation for all work, including, but not limited to supervision, labor, transportation, landfill fees, fuels, lubricants, equipment, signs, and tools necessary to complete this work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Additional Sweeping .....	Hour
Additional Sweeping with TMA.....	Hour

**HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL**

When the Contractor’s operation encounters or exposes any abnormal condition which may indicate the presence of a hazardous, contaminated, and/or toxic material, such operation shall be discontinued in the vicinity of the abnormal condition and the Engineer shall be notified immediately.

**REMOVAL AND DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of all materials shall be any public sanitary landfills approved by the State of North Carolina Solid Waste Management Division or other sites approved by the NCDOT Engineer.

**Stockpiling of debris on the highway right-of-way shall not be permitted.**

**The Contractor shall report to the Engineer an estimate of tonnage remove from the Right of Way monthly.**

### **ROAD IMPROVEMENTS**

Sweeping mileage additions and deletions during the course of the contract may be effected by the Department at the Engineer's discretion. Any additions to the system will be paid for described in the Routine Sweeping special provision. No compensation or adjustments will be made for deleted sweeping mileage. NCDOT may add to or remove any roadway or bridge sections to be swept during this contract at any time.

In the event a road rehabilitation or improvement project is under construction or a municipality elects to perform sweeping operations on selected streets where cleaning is scheduled, that portion of cleaning cycle will be deleted from the sweeping log at the direction of the Department. The section(s) or roads deleted may be re-entered at the first scheduled cycle following completion of the road, following a rehabilitation or improvement construction project or at what time a municipality decides to cease sweeping operation on selected streets.

It is understood that during the course of the contract, routes may be added or deleted from the contract. It will be the responsibility of the Contractor to sweep or not sweep such routes as directed by the Engineer.

## **TRAFFIC CONTROL AND WORK ZONE SAFETY**

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 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. 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.

All personnel when working on highway Right of Way shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

Traffic Control will be incidental to the work, and will be included in the unit bid price for the other items included in the contract.

## STANDARD SPECIAL PROVISIONS

### AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 1, 2012.

## ERRATA

(1-17-12) (Rev. 04-21-15)

Z-4

Revise the *2012 Standard Specifications* as follows:

### **Division 2**

**Page 2-7, line 31, Article 215-2 Construction Methods**, replace “Article 107-26” with “Article 107-25”.

**Page 2-17, Article 226-3, Measurement and Payment, line 2**, delete “pipe culverts,”.

**Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows:** **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

### **Division 3**

**Page 3-1, after line 15, Article 300-2 Materials,** replace “1032-9(F)” with “1032-6(F)”.

### **Division 4**

**Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping,** replace “sheet pile” with “reinforcement”.

### **Division 6**

**Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments,** replace “30” with “45”.

**Page 6-10, line 42, Subarticle 609-6(C)(2),** replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

**Page 6-11, Table 609-1 Control Limits,** replace “Max. Spec. Limit” for the Target Source of  $P_{0.075}/P_{be}$  Ratio with “1.0”.

**Page 6-40, Article 650-2 Materials,** replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

### **Division 7**

**Page 7-1, Article 700-3, CONCRETE HAULING EQUIPMENT,** line 33, replace “competition” with “completion”.

### **Division 8**

**Page 8-23, line 10, Article 838-2 Materials,** replace “Portland Cement Concrete, Class B” with “Portland Cement Concrete, Class A”.

### **Division 10**

**Page 10-166, Article 1081-3 Hot Bitumen,** replace “Table 1081-16” with “Table 1081-2”, replace “Table 1081-17” with “Table 1081-3”, and replace “Table 1081-18” with “Table 1081-4”.

### **Division 12**

**Page 12-7, Table 1205-3,** add “FOR THERMOPLASTIC” to the end of the title.

**Page 12-8, Subarticle 1205-5(B), line 13,** replace “Table 1205-2” with “Table 1205-4”.

**Page 12-8, Table 1205-4 and 1205-5,** replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

**Page 12-9, Subarticle 1205-6(B), line 21,** replace “Table 1205-4” with “Table 1205-6”.

**Page 12-11, Subarticle 1205-8(C), line 25,** replace “Table 1205-5” with “Table 1205-7”.

### **Division 15**

**Page 15-4, Subarticle 1505-3(F) Backfilling, line 26,** replace “Subarticle 235-4(C)” with “Subarticle 235-3(C)”.

**Page 15-6, Subarticle 1510-3(B), after line 21,** replace the allowable leakage formula with the following:  $W = LD\sqrt{P} \div 148,000$

**Page 15-6, Subarticle 1510-3(B), line 32,** delete “may be performed concurrently or” and replace with “shall be performed”.

**Page 15-17, Subarticle 1540-3(E), line 27,** delete “Type 1”.



## Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

**1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation**, replace “1633.01” with “1631.01”.

### **PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03) (Rev. 10-15-13)

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, 919-733-6932, or <http://www.ncagr.gov/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

#### **Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.

8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

## **MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

## **ON-THE-JOB TRAINING**

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

Z-10

### **Description**

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

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

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

### **Minorities and Women**

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

### **Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.\

### **Training Classifications**

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

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

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

classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

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

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

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

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

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

### **Records and Reports**

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

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

### **Trainee Interviews**

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

### **Trainee Wages**

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

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

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

### **Achieving or Failing to Meet Training Goals**

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

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

### **Measurement and Payment**

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



**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

<b>CONTRACT:</b>	<b>NAME OF BIDDER:</b>
------------------	------------------------

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

Name of MBE/WBE/DBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

Amount \$ \_\_\_\_\_

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

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

**Affirmation**

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

<b>Name of MBE/ WBE/ DBE Subcontractor</b>	<b>Name of Bidder</b>
<b>Signature / Title</b>	<b>Signature / Title</b>
<b>Date</b>	<b>Date</b>

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

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

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

**NAME:** \_\_\_\_\_

**MAILING ADDRESS: STREET/PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**DBA / TRADE NAME (IF APPLICABLE):** \_\_\_\_\_

- |   |   |
|---|---|
| <input type="checkbox"/> INDIVIDUAL (use Social Security No.) | <input type="checkbox"/> SOLE PROPRIETER (use SS No. or Fed ID No.) |
| <input type="checkbox"/> CORPORATION (use Federal ID No.)     | <input type="checkbox"/> PARTNERSHIP (use Federal ID No.)           |
| <input type="checkbox"/> ESTATE/TRUST (use Federal ID no.)    | <input type="checkbox"/> STATE OR LOCAL GOVT. (use Federal ID No.)  |
| <input type="checkbox"/> OTHER / SPECIFY _____                |   |

**SOCIAL SECURITY NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Social Security #)

**OR**

**FED.EMPLOYER IDENTIFICATION NO.** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ (Employer Identification #)

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

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

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

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

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

**IRS CERTIFICATION**

Under penalties of perjury, I certify that:

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

\_\_\_\_\_  
**NAME (Print or Type)**

\_\_\_\_\_  
**TITLE (Print or Type)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE NUMBER**

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



**EXECUTION OF BID**

**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**

**CORPORATION**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full name of Corporation

\_\_\_\_\_ Address as Prequalified

Attest \_\_\_\_\_  
Secretary/Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President/Vice President/Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**CORPORATE SEAL**

**AFFIDAVIT MUST BE NOTARIZED**

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

\_\_\_\_\_ Signature of Notary Public

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

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

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

**NOTARY SEAL**

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF CONTRACTOR**

_____	
Full Name of Partnership	
_____	
Address as Prequalified	
_____	By _____
Signature of Witness	Signature of Partner
_____	_____
Print or type Signer's name	Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF CONTRACTOR**

\_\_\_\_\_ Full Name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Member/Manager/Authorized Agent  
*Select appropriate title*

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's Name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_ Signature of Notary Public

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

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

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

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

**JOINT VENTURE (2) or (3)**

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

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

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

**SIGNATURE OF CONTRACTOR**

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

(1) \_\_\_\_\_  
Name of Joint Venture

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

\_\_\_\_\_  
Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

\_\_\_\_\_  
Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal* and

(4) \_\_\_\_\_  
Name of Contractor (*for 3 Joint Venture only*)

\_\_\_\_\_  
Address as Prequalified

Signature of Witness or Attest	By	Signature of Contractor
Print or type Signer's name		Print or type Signer's name

*If Corporation, affix Corporate Seal*

**NOTARY SEAL**

*Affidavit must be notarized for Line (2)*

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

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (3)*

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

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

*Affidavit must be notarized for Line (4)*

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

Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor

\_\_\_\_\_ Individual name

Trading and doing business as

\_\_\_\_\_ Full name of Firm

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ Signature of Witness

\_\_\_\_\_ Signature of Contractor, Individually

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the

**NOTARY SEAL**

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public

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

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

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print or type Signer's name

**AFFIDAVIT MUST BE NOTARIZED**

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

**NOTARY SEAL**

\_\_\_\_\_  
Signature of Notary Public

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

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

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

## DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Municipality if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Municipality, 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 Municipality project representative.
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 Municipal contracts, unless authorized by the Municipality.
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 Municipality, 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 Municipality 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.



**ADDENDUM(S)**

(3-3-2014)

ADDENDUM #1

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, \_\_\_\_\_ representing \_\_\_\_\_  
(SIGNATURE)

Acknowledge receipt of Addendum #3.

# North Carolina Department of Transportation

## CONTRACT BID FORM

**Description: Roadway Sweeping on various routes and bridges in Division 10**

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

**Bid Opening Date: August 19, 2015**

LINE NO.	SEC NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT BID
1	SP	ROUTINE SWEEPING	650	SHM		
2	SP	MULTILANE DIVIDED NON-INTERSTATE SWEEPING	400	SHM		
3	SP	ADDITIONAL SWEEPING	50	HR		
4	SP	ADDITIONAL SWEEPING WITH TMA	20	HR		

<b>TOTAL BID FOR PROJECT:</b>	\$ _____
-------------------------------	----------

CONTRACTOR \_\_\_\_\_ Federal ID No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ Contr. License No. \_\_\_\_\_

\_\_\_\_\_ Telephone No. \_\_\_\_\_

Vendor Number \_\_\_\_\_

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

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

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

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

**CORPORATE SEAL**

**LIST OF BRIDGES**

<b>FID</b>	<b>COUNTY</b>	<b>ROUTE</b>	<b>BRIDGE</b>	<b>OVER</b>	<b>RESTRICTIONS</b>
49	ANSON	BILL CURLEE RD.	30184	LANES CREEK	
50	ANSON	BLONNIE ROSS RD.	30193	RICHARDSON CREEK	
43	ANSON	CAMDEN CHURCH RD.	30152	LEGGETT BRANCH	
44	ANSON	CAMDEN RD.	30169	LEGGETT BRANCH	
34	ANSON	CITY POND RD.	30075	N. FOLK OF JONES CREEK	
20	ANSON	COUNTRY CLUB RD.	30051	S. FOLK OF JONES CREEK	
51	ANSON	CRIBS CREEK RD.	30199	RICHARDSON CREEK	
55	ANSON	E. OLD US 74	30292	RR	
17	ANSON	GATEWOOD STATION RD.	30045	JONES CREEK	
45	ANSON	GERMAN HILL RD.	30171	RR	
46	ANSON	GERMAN HILL RD.	30172	LANES CREEK	
47	ANSON	GERMAN HILL RD.	30173	BRANCH OF LANES CREEK	
3	ANSON	GRASSY ISLAND RD.	30007	BROWN CREEK	
31	ANSON	GROVER BENNETT RD.	30072	US 74	
58	ANSON	HIGH ROCK CRUSHER RD.	30304	LANES CREEK	
52	ANSON	HORNE-TOWN RD.	30251	BRANCH OF SWAN CREEK	
16	ANSON	McRAE RD.	30039	JONES CREEK	
5	ANSON	NC 109	30011	DEADFALL CREEK	
9	ANSON	NC 109	30024	RR	
14	ANSON	NC 109	30034	RR	
23	ANSON	NC 109	30057	ROCKY RIVER	
4	ANSON	NC 145	30010	RR	
10	ANSON	NC 145	30027	JONES CREEK	
2	ANSON	NC 218	30006	LANES CREEK	
6	ANSON	NC 742	30012	S. FOLK OF JONES CREEK	
8	ANSON	NC 742	30022	N FORK OF JONES CREEK	
15	ANSON	NC 742	30036	N FORK OF JONES CREEK	
28	ANSON	NC 742	30067	GOULDS FORK CREEK	
30	ANSON	NC 742	30071	BROWNS CREEK OVERFLOW	
35	ANSON	NC 742	30076	BROWN CREEK	
38	ANSON	NC 742	30084	LANES CREEK	
39	ANSON	NC 742	30087	RICHARDSON CREEK	
59	ANSON	OLD US 52	30307	RR	
60	ANSON	OLD US 52	30308	RR	
56	ANSON	OLD US 74	30300	US 74	
57	ANSON	OLD US 74	30301	GOULDS FORK CREEK	
21	ANSON	PIT RD.	30054	JONES CREEK	
53	ANSON	PLANK RD.	30267	ROCKY RIVER	
42	ANSON	POPLAR HILL CH. RD.	30150	BIG BROWN CREEK	
11	ANSON	S. CLINTON AVE.	30028	US 74	
61	ANSON	S. OLD US 52	30309	S. FOLK OF JONES CREEK	
48	ANSON	SAVANNAH RD.	30179	FOLK OF LANES CREEK	
24	ANSON	SNEEDSBORO RD.	30058	MILLS CREEK	
25	ANSON	SNEEDSBORO RD.	30060	WHARTLEBERRY CREEK	
54	ANSON	SUB STATION RD.	30271	CRIBS CREEK	
40	ANSON	UNION CHURCH RD.	30126	BROWN CREEK	
7	ANSON	US 52	30014	S. FOLK OF JONES CREEK	
22	ANSON	US 52	30056	RR	
27	ANSON	US 52	30066	RR	
29	ANSON	US 52	30070	PEE DEE RIVER	
62	ANSON	US 52	30323	RR	
383	ANSON	US 52	30038	RR	
0	ANSON	US 74	30003	LANES CREEK	NIGHT TIME ONLY
1	ANSON	US 74	30004	LANES CREEK	NIGHT TIME ONLY
12	ANSON	US 74	30032	BROWNS CREEK	NIGHT TIME ONLY
13	ANSON	US 74	30033	BROWNS CREEK	NIGHT TIME ONLY
18	ANSON	US 74	30049	GOULDS CREEK	NIGHT TIME ONLY
19	ANSON	US 74	30050	GOULDS CREEK	NIGHT TIME ONLY
26	ANSON	US 74	30064	RR	NIGHT TIME ONLY
32	ANSON	US 74	30073	RR	NIGHT TIME ONLY
33	ANSON	US 74	30074	RR	NIGHT TIME ONLY
36	ANSON	US 74	30078	PEE DEE RIVER	NIGHT TIME ONLY
37	ANSON	US 74	30081	PEE DEE RIVER	NIGHT TIME ONLY
41	ANSON	WHITE STORE RD.	30140	LICK CREEK	
384	ANSON	WHITE STORE RD.	30143	LITTLE BROWN CREEK	
111	CAB	1ST ST.	120109	US 29	
118	CAB	AIRPORT RD.	120128	LITTLE COLD WATER CREEK	
119	CAB	AIRPORT RD.	120129	COLD WATER CREEK	

FID	COUNTY	ROUTE	BRIDGE	OVER	RESTRICTIONS
71	CAB	ARCHER ST.	120017	CODDLE CREEK	
138	CAB	BLACKWELDER RD.	120193	CODDLE CREEK	
91	CAB	BRANTLEY RD.	120056	LAKE FISHER	
126	CAB	BRANTLEY RD.	120144	I-85	
146	CAB	BRUTON SMITH BVLD.	120348	I-85	NIGHT TIME ONLY
141	CAB	CABRRUS AVE.	120266	RR	
142	CAB	CABRRUS AVE.	120267	IRISH BUFFALO CREEK	
127	CAB	CABRRUS STATION RDD.	120145	BRANCH OF CLEAR CREEK	
84	CAB	CENTERGROVE RD.	120041	LAKE CONCORD	
85	CAB	CENTERGROVE RD.	120042	LAKE CONCORD	
90	CAB	CENTERGROVE RD.	120053	COLD WATER CREEK	
124	CAB	CENTERGROVE RD.	120139	I-85	
122	CAB	COOPERFIELD BLVD.	120133	I-85	NIGHT TIME ONLY
65	CAB	COX MILL RD.	120006	CLARK CREEK	
64	CAB	DERITA RD.	120003	ROCKY RIVER	
125	CAB	GARMON MILL RD.	120141	ROCKY RIVER	
103	CAB	GEORGE LILES PARKWAY	120084	I-85	
67	CAB	HARRIS RD.	120008	CLARK CREEK	
68	CAB	HARRIS RD.	120009	ROCKY RIVER	
129	CAB	HICKORY RIDGE RD.	120163	REEDY CREEK	
130	CAB	HICKORY RIDGE RD.	120164	FUDA CREEK	
131	CAB	HICKORY RIDGE RD.	120165	BLACK CREEK	
78	CAB	LAKE ROGERS RD.	120033	BUFFALO CREEK	
95	CAB	LANE ST.	120062	LAKE FISHER	
128	CAB	LANE ST.	120147	I-85	
139	CAB	LITTLE TEXAS RD.	120230	CREEK	
120	CAB	MIAMI CHURCH RD.	120131	COLD WATER CREEK	
123	CAB	MIAMI CHURCH RD.	120137	DUTCH BUFFALO CREEK	
134	CAB	MOREHEAD RD.	120186	MALLARD CREEK	
140	CAB	MT. PLEASANT RD.	120239	McALLISTER CREEK	
75	CAB	NC 200	120027	DUTCH BUFFALO CREEK	
73	CAB	NC 24/27	120022	ROCKY RIVER	
145	CAB	NC 24/27	120341	ROCKY RIVER	
69	CAB	NC 3	120013	CODDLE CREEK RESERVOIR	
74	CAB	NC 3	120023	BURRAGE RD.	
81	CAB	NC 3	120036	IRISH BUFFALO CREEK	
83	CAB	NC 3	120040	I-85	
77	CAB	NC 49	120031	ROCKY RIVER	
87	CAB	NC 49	120046	CODDLE CREEK	
97	CAB	NC 49	120064	RR	
102	CAB	NC 49	120082	IRISH BUFFALO CREEK	
106	CAB	NC 49	120096	COLD WATER CREEK	
108	CAB	NC 49	120103	DUTCH BUFFALO CREEK	
114	CAB	NC 49	120118	LITTLE BUFFALO CREEK	
397	CAB	NC 49	120358	CODDLE CREEK	
398	CAB	NC 49	120359	RR	
399	CAB	NC 49	120353	IRISH BUFFALO CREEK	
400	CAB	NC 49	120354	COLD WATER CREEK	
76	CAB	NC 73	120029	ROCKY RIVER	
86	CAB	NC 73	120043	CODDLE CREEK	
96	CAB	NC 73	120063	I-85	
101	CAB	NC 73	120081	IRISH BUFFALO CREEK	
109	CAB	NC 73	120104	COLD WATER CREEK	
113	CAB	NC 73	120117	LITTLE COLD WATER CREEK	
115	CAB	NC 73	120121	ADAMS CREEK	
117	CAB	NC 73	120127	NC 49	
121	CAB	NC 73	120132	DUTCH BUFFALO CREEK	
63	CAB	POPLAR TENT RD.	120002	CODDLE CREEK	NIGHT TIME ONLY
66	CAB	POPLAR TENT RD.	120007	ROCKY RIVER	NIGHT TIME ONLY
89	CAB	POPLAR TENT RD.	120051	I-85	NIGHT TIME ONLY
136	CAB	POPLAR TENT RD.	120189	WEDDINGTON RD.	NIGHT TIME ONLY
135	CAB	ROBERTA RD.	120187	ROCKY RIVER	
137	CAB	ROBERTA RD.	120191	MEADOW CREEK	
132	CAB	ROBINSON CHURCH RD.	120172	REEDY CREEK	
133	CAB	ROCKY RIVER RD.	120181	RR	
88	CAB	SAILSBURY CONCORD RD.	120048	COLD WATER CREEK	
116	CAB	SOUTH RIDGE AVE.	120122	I-85	
70	CAB	US 29	120014	ROCKY RIVER	NIGHT TIME ONLY
72	CAB	US 29	120019	ROCKY RIVER	NIGHT TIME ONLY

FID	COUNTY	ROUTE	BRIDGE	OVER	RESTRICTIONS
79	CAB	US 29	120034	CODDLE CREEK	NIGHT TIME ONLY
80	CAB	US 29	120035	CODDLE CREEK	NIGHT TIME ONLY
92	CAB	US 29	120057	BUFFALO CREEK	NIGHT TIME ONLY
93	CAB	US 29	120059	BUFFALO CREEK	NIGHT TIME ONLY
98	CAB	US 29/601	120066	RR	NIGHT TIME ONLY
99	CAB	US 29/601	120069	RR	NIGHT TIME ONLY
104	CAB	US 29/601	120087	I-85	NIGHT TIME ONLY
105	CAB	US 29/601	120089	I-85	NIGHT TIME ONLY
82	CAB	US 29A	120039	I-85	NIGHT TIME ONLY
94	CAB	US 601	120060	ROCKY RIVER	NIGHT TIME ONLY
100	CAB	US 601	120075	COLD WATER CREEK	NIGHT TIME ONLY
107	CAB	US 601	120100	IRISH BUFFALO CREEK	NIGHT TIME ONLY
112	CAB	US 601	120114	RR	NIGHT TIME ONLY
143	CAB	WILSHIRE BLVD.	120270	RR	
144	CAB	WILSHIRE BLVD.	120271	IRISH BUFFALO CREEK	
110	CAB	WINECOFF SCHOOL RD.	120107	I-85	
219	MECK	ALEXANDERANA RD.	590350	I-77	
195	MECK	AMOS SMITH RD.	590157	R/R	
264	MECK	ARROWOOD RD.	590809	I-485	
202	MECK	BACK CREEK CHURCH RD.	590186	BACK CREEK	
174	MECK	BEATTIES FORD RD	590107	McINTYRE CREEK	
181	MECK	BEATTIES FORD RD	590129	McDOWELL BRANCH	
184	MECK	BEATTIES FORD RD	590133	LONG CREEK	
210	MECK	BEATTIES FORD RD	590223	I-85	
189	MECK	BELMEADE DR.	590145	LONG CREEK	
180	MECK	BUD HENDERSON RD.	590128	McDOWELL CREEK	
266	MECK	CALDWELL RD.	590841	I-485	
163	MECK	CAMP STEWART RD.	590061	McKEES CREEK	
250	MECK	CARMEL RD.	590651	I-485	
149	MECK	CATWABA AVE.	590019	I-77	
216	MECK	CINDY LANE	590312	I-77	
207	MECK	CLANTON RD.	590202	I-77	
194	MECK	DOWD RD.	590155	R/R	
376	MECK	DOWD RD.	590138	TRIB OF LAKE WYLIE	
168	MECK	E. MALLARD CREEK CH. RD.	590084	MALLARD CREEK	
382	MECK	E. MALLARD CREEK CH. RD.	591020	MALLARD CREEK	
197	MECK	E. MOREHEAD RD.	590163	SOUTH BLVD.	NIGHT TIME ONLY
393	MECK	E. SUGAR CREEK	590239	RR	
201	MECK	EASTWAY DR.	590182	US 74	NIGHT TIME ONLY
247	MECK	ELM LANE	590644	I-485	
177	MECK	GILEAD RD.	590112	McDOWELL CREEK	
223	MECK	GILEAD RD.	590356	I-77	
205	MECK	GLENWOOD DRIVE	590192	I-85	
229	MECK	GRIFFITH ST.	590364	I-77	
220	MECK	HAMBRIGHT RD.	590353	I-77	
381	MECK	HARRISBURG RD.	590921	I-485	
162	MECK	HOOD RD.	590059	REEDY CREEK	
265	MECK	IDLEWILD RD.	590814	I-485	
151	MECK	JOSH BIRMINGHAM RD.	590024	US 521	NIGHT TIME ONLY
156	MECK	JOSH BIRMINGHAM RD.	590037	US 521	NIGHT TIME ONLY
230	MECK	JOSH BIRMINGHAM RD.	590464	HARLEE AVE.	NIGHT TIME ONLY
231	MECK	JOSH BIRMINGHAM RD.	590465	R/R	NIGHT TIME ONLY
218	MECK	LAKEVIEW RD.	590334	I-77	
158	MECK	LANCASTER HIGHWAY	590049	McALPINE CREEK	
193	MECK	LASALLE ST.	590153	I-77	
268	MECK	LAWYERS RD.	590925	I-485	
155	MECK	LEBANON RD.	590036	IRWIN CREEK	
164	MECK	LITTLE ROCK RD.	590066	R/R	
167	MECK	MALLARD CREEK RD.	590083	CREEK	
260	MECK	MATTHWES-WEDDINGTON RD.	590715	I-485	
172	MECK	McCOY RD.	590100	GAR CREEK	
176	MECK	McCOY RD.	590109	TORRENCE CREEK	
261	MECK	McKEE RD.	590740	I-485	
182	MECK	McLLWAIN RD.	590130	McDOWELL CREEK	
154	MECK	MOORES CHAPEL RD.	590028	I-85	
222	MECK	MT. HOLLY-HUNTERSVILLE RD.	590355	I-77	
394	MECK	N. CALDWELL	590318	I277	
217	MECK	N. DAVIDSON ST.	590317	I-277	
148	MECK	NATIONS FORD RD.	590005	McCULLOUGH CREEK	

FID	COUNTY	ROUTE	BRIDGE	OVER	RESTRICTIONS
185	MECK	NATIONS FORD RD.	590136	I-77	
245	MECK	NATIONS FORD RD.	590602	I-485	
183	MECK	NC 16	590132	McALPINE CREEK	
221	MECK	NC 16	590354	I-85	NIGHT TIME ONLY
228	MECK	NC 16	590363	CATWABA RIVER	NIGHT TIME ONLY
232	MECK	NC 16	590480	LONG CREEK	
233	MECK	NC 16	590481	LONG CREEK	
241	MECK	NC 16	590541	CATWABA RIVER	NIGHT TIME ONLY
257	MECK	NC 16	590680	I-485	
160	MECK	NC 160	590054	R/R	
170	MECK	NC 160	590089	IRWIN CREEK	
379	MECK	NC 218	590845	I-485	
248	MECK	NC 24/27	590649	R/R	
249	MECK	NC 24/27	590650	R/R	
153	MECK	NC 27	590027	CREEK	
171	MECK	NC 27	590093	I-85	
150	MECK	NC 49	590023	LAKE WYLIE	
178	MECK	NC 49	590120	I-77	
255	MECK	NC 49	590676	I-485	
269	MECK	NC 49	590938	I-485	
152	MECK	NC 51	590025	McCULLOUGH CREEK	
159	MECK	NC 51	590053	LITTLE SUGAR CREEK	
179	MECK	NC 51	590121	CREEK	
243	MECK	NC 51	590599	R/R	
244	MECK	NC 51	590600	R/R	
253	MECK	NC 51	590668	US 74	NIGHT TIME ONLY
254	MECK	NC 51	590669	US 74	NIGHT TIME ONLY
380	MECK	NC 51	590847	I-485	
225	MECK	NC 73	590358	I-77	NIGHT TIME ONLY
226	MECK	NC 73	590359	I-77	NIGHT TIME ONLY
395	MECK	NC27	590163	SOUTH BLVD	
213	MECK	OAKLAWN AVE.	590286	I-77	
239	MECK	OLD CONCORD RD.	590539	WT HARRIS BLVD.	
251	MECK	PARK RD.	590653	I-485	
396	MECK	PLAZA RD.	590179	RR	
377	MECK	PLAZA RD. EXT.	590824	I-485	
258	MECK	PLEASANT PLAINS	590681	I-485	
206	MECK	PRESSLEY RD.	590193	I-77	
259	MECK	PROVIDENCE RD. W.	590682	I-485	
252	MECK	REA RD.	590667	I-485	
208	MECK	REMOUNT RD.	590205	I-77	
378	MECK	ROCKY RIVER RD.	590840	I-485	
209	MECK	ROZZELLES FERRY RD.	590216	I-85	
237	MECK	S. CHURCH ST.	590515	I-277	
238	MECK	S. TYRON ST.	590516	I-277	
157	MECK	SAM NEWELL RD.	590038	IRWIN CREEK	
165	MECK	SAM WILSON RD.	590067	I-85	
198	MECK	SHOPTON RD.	590165	COFFEE CREEK	
196	MECK	SHOPTON RD. WEST	590161	WITHERS COVE	
234	MECK	SOUTH BLVD.	590489	I-277	
271	MECK	STALLINGS RD.	590988	I-485	
224	MECK	STUMPTOWN RD.	590357	I-77	
267	MECK	TRUELIGHT CHURCH RD.	590850	I-485	
199	MECK	TUCKASEGEE RD.	590169	I-85	
192	MECK	TYVOLA RD.	590150	I-77	
240	MECK	TYVOLA RD.	590540	US 521	
173	MECK	US 29	590101	RR	NIGHT TIME ONLY
175	MECK	US 29	590108	RR	NIGHT TIME ONLY
187	MECK	US 29	590140	MALLARD CREEK	NIGHT TIME ONLY
190	MECK	US 29	590147	MALLARD CREEK	NIGHT TIME ONLY
270	MECK	US 29	590942	I-485	NIGHT TIME ONLY
147	MECK	US 521	590003	R/R	
186	MECK	US 521	590137	I-85	
188	MECK	US 521	590141	IRWIN CREEK	
191	MECK	US 521	590148	IRWIN CREEK	
242	MECK	US 521	590559	I-485	
256	MECK	US 521	590677	I-485	
200	MECK	US 74	590175	R/R	NIGHT TIME ONLY
203	MECK	US 74	590187	McALPINE CREEK	NIGHT TIME ONLY

FID	COUNTY	ROUTE	BRIDGE	OVER	RESTRICTIONS
204	MECK	US 74	590188	McALPINE CREEK	NIGHT TIME ONLY
246	MECK	US 74	590619	BRAIR CREEK RD./TELEVISION RD.	NIGHT TIME ONLY
262	MECK	US 74	590746	I-485	NIGHT TIME ONLY
263	MECK	US 74	590748	RAMP FROM US 74 TO I-485 INNER LOOP	NIGHT TIME ONLY
211	MECK	W. 5TH STREET	590245	I-77	
215	MECK	W. MALLARD CREEK CH. RD.	590304	I-85	NIGHT TIME ONLY
166	MECK	W. SUGAR CREEK RD.	590079	MALLARD CREEK	
212	MECK	W. SUGAR CREEK RD.	590285	I-85	
227	MECK	WESTMORELAND RD.	590362	I-77	
169	MECK	WOODLAWN RD.	590085	I-77	
161	MECK	WT HARRIS BLVD.	590055	R/R	NIGHT TIME ONLY
214	MECK	WT HARRIS BLVD.	590294	I-85	NIGHT TIME ONLY
235	MECK	WT HARRIS BLVD.	590511	NC 49	NIGHT TIME ONLY
236	MECK	WT HARRIS BLVD.	590512	NC 49	NIGHT TIME ONLY
304	STANLY	AUSTIN RD.	830171	BIG BEAR CREEK	
305	STANLY	AUSTIN RD.	830187	LONG CREEK	
302	STANLY	BIG LICK-STANFIELD RD.	830125	ISLAND CREEK	
296	STANLY	HARTSELL RD.	830099	LONG CREEK	
287	STANLY	MAIN STREET (UPTOWN)	830040	TOWN CREEK	
284	STANLY	MILLINGPORT RD.	830035	LONG CREEK	
293	STANLY	MILLINGPORT RD.	830052	LITTLE BEAR CREEK	
274	STANLY	MOUNTAIN CREEK RD.	830009	RR	
277	STANLY	NC 138	830016	LONG CREEK	
291	STANLY	NC 24/27	830050	PEE DEE RIVER	
292	STANLY	NC 24/27	830051	PEE DEE RIVER	
387	STANLY	NC 24/27	830299	STONY RUN CREEK	
388	STANLY	NC 24/27	830300	STONY RUN CREEK	
389	STANLY	NC 24/27	830301	BIG BEAR CREEK	
390	STANLY	NC 24/27	830302	BIG BEAR CREEK	
286	STANLY	NC 24/27 & US 52 BUS	830039	LONG CREEK	
288	STANLY	NC 24/27 & US 52 BUS	830046	TOWN CREEK	
289	STANLY	NC 24/27 & US 52 BUS	830048	RR	
290	STANLY	NC 24/27 & US 52 BUS	830049	US 52	
281	STANLY	NC 49	830024	CURL TAIL CREEK	
280	STANLY	NC 73	830021	BIG BEAR CREEK	
283	STANLY	NC 73	830033	LONG CREEK	
276	STANLY	NC 740	830015	RR	
309	STANLY	NORTHEAST CONNECTOR	830296	RR	
295	STANLY	OLD DAVIS RD.	830061	ROCKY RIVER	
297	STANLY	OLD DAVIS RD.	830101	RR	
298	STANLY	OLD DAVIS RD.	830102	LONG CREEK	
273	STANLY	PROSPECT CHURCH RD.	830007	LITTLE MOUNTAIN CREEK	
303	STANLY	RENEE FORD RD.	830134	RR	
306	STANLY	ROCKY RIVER RD.	830258	COLD WATER CREEK	
299	STANLY	ST. MARTIN RD.	830115	STONY RUN CREEK	
300	STANLY	ST. MARTIN RD.	830116	BIG BEAR CREEK	
301	STANLY	ST. MARTIN RD.	830118	BEAR CREEK	
275	STANLY	US 52	830010	RR	
282	STANLY	US 52 BUS	830031	RR	
285	STANLY	US 52 BUS	830037	RR & TOWN CREEK	
278	STANLY	VALLEY DRIVE	830017	LITTLE MOUNTAIN CREEK	
279	STANLY	VALLEY DRIVE	830018	MOUNTAIN CREEK	
308	STANLY	VALLEY DRIVE	830268	MOUNTAIN CREEK	
307	STANLY	W. MAIN ST.	830267	COLD WATER CREEK	
272	STANLY	WILLIE RD.	830003	RILES CREEK	
294	STANLY	ZION CHURCH RD.	830057	HARDY CREEK	
373	UNION	ALLEN ST.	890477	RR	
315	UNION	BAUCOM DEESE RD.	890017	STUMPLICK BRANCH	
310	UNION	BRIEF RD.	890003	GOOSE CREEK	
370	UNION	CHARLOTTE AVE.	890362	RR	
322	UNION	CONCORD AVE.	890034	US 74	NIGHT TIME ONLY
354	UNION	CORNITH CHURCH RD.	890204	BEAVER DAM CREEK	
358	UNION	CUTHERBERSON RD.	890223	W. FOLK OF 12 MILE CREEK	
319	UNION	EAST LAWYERS RD.	890023	RICHARDSON CREEK	
360	UNION	FORREST LAWN DR.	890234	12 MILE CREEK	
347	UNION	GRIFFITH ST.	890151	RICHARDSON CREEK	
348	UNION	GRIFFITH ST.	890156	RICHARDSON CREEK	
368	UNION	HASTY RD.	890288	LANES CREEK	
367	UNION	HUNNINGTON DR.	890283	BRANCH	

FID	COUNTY	ROUTE	BRIDGE	OVER	RESTRICTIONS
344	UNION	LANDSFORD RD.	890101	LANES CREEK	
345	UNION	LANDSFORD RD.	890104	LANES CREEK	
385	UNION	LAWYERS RD.	890069	JACK'S BRANCH	
355	UNION	LOVE MILL RD.	890208	ROCKY RIVER	
371	UNION	MAGGIE ROBINSON RD.	890377	WAXHAW CREEK	
391	UNION	MARTIN LUTHER KING BLVD.	890530	NC 75	
392	UNION	MARTIN LUTHER KING BLVD.	890531	RR	
346	UNION	MEDLIN RD.	890147	LAKE LEE	
369	UNION	MORGAN ACADEMY	890337	BRANCH OF ROCKY RIVER	
321	UNION	NC 16	890033	12 MILE CREEK	
313	UNION	NC 200	890010	RR	
327	UNION	NC 200	890053	STEWARTS CREEK	
333	UNION	NC 200	890072	CHINKAPIN CREEK	
342	UNION	NC 200	890089	ROCKY RIVER	
372	UNION	NC 200	890467	RR	
328	UNION	NC 205	890056	JACK'S BRANCH	
339	UNION	NC 205	890079	RICHARDSON CREEK	
343	UNION	NC 205	890100	ROCKY RIVER	
320	UNION	NC 218	890029	GOOSE CREEK	
334	UNION	NC 218	890073	RICHARDSON CREEK	
316	UNION	NC 742	890019	ROCKY RIVER	
317	UNION	NEW SALEM RD.	890020	LAKE TWITTY	
357	UNION	NEW TOWN RD.	890221	12 MILE CREEK	
318	UNION	OLD CAMDEN RD.	890021	STEWARTS CREEK	
335	UNION	OLIVE BRANCH RD.	890075	BR. OF RICHARDSON CREEK	
336	UNION	OLIVE BRANCH RD.	890076	RICHARDSON CREEK	
386	UNION	PHIFER ST. (AUSTIN GROVE CHR. RD.)	890417	BUCK'S BRANCH	
349	UNION	POTTERS RD.	890170	CANE CREEK	
353	UNION	POTTERS RD.	890194	PRONG OF WAXAHW CREEK	
352	UNION	PROVIDENCE RD.	890185	WAXHAW CREEK	
374	UNION	REA RD.	890482	SIX MILE CREEK	
375	UNION	REA RD.	890483	SIX MILE CREEK	
356	UNION	ROSCOE HOWIE RD.	890209	BRANCH OF 12 MILE CREEK	
361	UNION	SECRET SHORT CUT RD.	890248	CROOKED CREEK	
311	UNION	SIKES MILL RD.	890008	CROOKED CREEK	
312	UNION	SIKES MILL RD.	890009	ROCKY RIVER	
364	UNION	STEVENS MILL RD.	890261	N. FORK OF CROOKED CREEK	
365	UNION	STEVENS MILL RD.	890262	BRANCH	
366	UNION	STEVENS MILL RD.	890263	SREVENS CREEK	
362	UNION	UNIONVILL-INDIAN TRAIL RD.	890254	S. FOLK OF CROOKED CREEK	
314	UNION	US 601	890015	RICHARDSON CREEK	NIGHT TIME ONLY
323	UNION	US 601	890038	US 74	NIGHT TIME ONLY
326	UNION	US 601	890049	CROOKED CREEK	NIGHT TIME ONLY
332	UNION	US 601	890071	CLEAR CREEK	NIGHT TIME ONLY
324	UNION	US 74	890042	BEARSKIN CREEK	NIGHT TIME ONLY
325	UNION	US 74	890043	BEARSKIN CREEK	NIGHT TIME ONLY
329	UNION	US 74	890065	RR	NIGHT TIME ONLY
331	UNION	US 74	890068	RR	NIGHT TIME ONLY
340	UNION	US 74	890085	RICHARDSON CREEK	NIGHT TIME ONLY
341	UNION	US 74	890086	RICHARDSON CREEK	NIGHT TIME ONLY
337	UNION	WALKUP AVE.	890077	RICHARDSON CREEK	
338	UNION	WALKUP AVE.	890078	RICHARDSON CREEK	
351	UNION	WALKUP RD.	890179	WAXHAW CREEK	
350	UNION	WAXHAW CREEK RD.	890178	WAXHAW CREEK	
363	UNION	WAXHAW-INDIAN TRAIL RD.	890258	N. FORK OF CROOKED CREEK	
359	UNION	WAXHAW-MARVIN RD.	890224	12 MILE CREEK	
330	UNION	WILSON ST. (AKA ANSONVILLE RD.)	890066	BR. OF MEADOW CREEK	



**LIST OF ROUTES**

FID	County	Route	Name	From	To	Begin MP	End MP	Length (miles)	Shoulder Mile	Comments
23	Anson	US 74	US 74	US 52	Anson High School Rd.	11.8	12.35	0.55	1.100	Curb and Gutter
40	Anson	US 74	US 74	US 52	Beginning of grass median	14.75	16.5	1.75	3.500	Curb and Gutter
59	Anson	US 74	US 74	US 52	N. Park Dr.	14.6	12.74	1.86	3.720	Curb and Gutter
0	Cabarrus	US 29 N	US 29 N	Begin Median Island	End Island	11.852	12.104	0.25	0.252	Median Concrete Island
5	Cabarrus	US 29 N	US 29 N	Begin Median Island	Rowan Co Line	13.754	14.05	0.30	0.296	Median Concrete Island
6	Cabarrus	US29 S	US 29 S	Begin Median Island	End Island	1.945	2.196	0.25	0.251	Median Concrete Island
7	Cabarrus	US29 S	US 29 S	SR 1008	End Island	4.45	4.498	0.05	0.048	Median Concrete Island
9	Cabarrus	NC 49 Ramp	SB Off Ramp	NC 49 SB	US 601	0.292	0.318	0.03	0.052	
10	Cabarrus	US 601	W.C. Coleman	NC 49 NB Ramp	End Median Island	13.297	13.393	0.10	0.384	Concrete Median & C&G Section
11	Cabarrus	NC 49	NC 49 SB	Begin NJ Barrier	End NJ Barrier	13.955	14.868	0.91	0.913	
16	Cabarrus	NC 49 SB	NC 49 SB	Begin Median Island	End Median Island	20.096	20.161	0.06	0.065	Concrete Median
19	Cabarrus	US29 S	US 29 S	Begin Median Island	End Island	0.652	0.709	0.06	0.057	Median Concrete Island
25	Cabarrus	US29 S	US 29 S	Begin Median Island	End Island	5.026	5.167	0.14	0.141	Median Concrete Island
26	Cabarrus	US 29 N	US 29 N	Begin series of Median Islands	End series of median Islands	12.154	12.661	0.51	0.507	Median Concrete Island
27	Cabarrus	NC 49 NB	NC 49 NB	Begin Median	End Median	3.206	3.271	0.07	0.065	Median Concrete Island
29	Cabarrus	NC 24/27	24/27 East	Begin C & G near Cabarrus line	End C&G	0	0.196	0.20	0.196	
30	Cabarrus	NC 49 Ramp	SB On Ramp	US 601	NC 49 SB	0.023	0.318	0.21	0.590	
31	Cabarrus	US 601 N	W.C. Coleman	Entrance to Shopping Center	End of Turn Lane	13.274	13.289	0.02	0.015	
32	Cabarrus	US29 S	US 29 S	Rowan Co Line	End Island past Lane St.	0	0.3	0.30	0.300	Median Concrete Island
37	Cabarrus	SR 1002	Old Salisbury Concord Rd.	West of NC 3	East of NC 3	6.698	6.774	0.08	0.152	Sweep Shldrs & C& G Sect
38	Cabarrus	US 29 N	US 29 N	Oregon St.	Eddleman Rd. (Islands)	10.579	11.786	1.21	1.207	Median Concrete Island
41	Cabarrus	NC 49	NC 49 NB	Begin NB Barrier	End NB Barrier	8.53	9.45	0.92	0.920	Sweep b/f May & Oct Races
42	Cabarrus	US 29 N	US 29 N	Begin Median Island	NC 73	8.521	8.586	0.06	0.065	Median Concrete Island
43	Cabarrus	US 601	W.C. Coleman	NC3 Union St	End Median Island	13.732	13.789	0.06	0.114	Sweep both sides of Concrete Island
45	Cabarrus	US 29 N	US 29 N	Begin Median Island (Parkway Ave.)	End Median Islands (Near Sherwood Ct.)	7.601	7.954	0.35	0.353	Median Concrete Island
46	Cabarrus	US29 S	US 29 S	Begin Median Island	End of Island medians at NC 73	5.331	5.438	0.11	0.107	Median Concrete Island
47	Cabarrus	US29 S	US 29 S	NC 73	End Median Island	5.455	5.518	0.06	0.063	Median Concrete Island
48	Cabarrus	NC 24/27	24/27 East	Begin C&G	End C&G	6.717	6.757	0.04	0.040	
50	Cabarrus	US 29 N	US 29 N	Begin Median Island	SR 1008	9.549	9.593	0.04	0.044	Median Concrete Island
51	Cabarrus	US 29 N	US 29 N	Begin Median	End Median (McGill Ave.)	7.295	7.353	0.06	0.058	
58	Cabarrus	US29 S	US 29 S	Begin Median Island (McGill Ave.)	End Island	6.696	6.754	0.06	0.058	Median Concrete Island
61	Cabarrus	US29 S	US 29 S	Begin Median Islands (Oregon St.)	End Islands (Eddleman Rd.)	2.262	3.464	1.20	1.202	Median Concrete Island
63	Cabarrus	US 29 N	US 29 N	NE Hospital	Mall Entrance	9.2	9.343	0.14	0.143	2 Median Concrete Islands
65	Cabarrus	US 29 N	US 29 N	Begin Median Islands	End Islands @ Central Dr.	8.15	8.212	0.06	0.062	Median Concrete Island
66	Cabarrus	NC 49 Ramp	NB On Ramp	US 601	NC 49 NB	0	0.029	0.03	0.029	Sweep from US 601 to end C&G Section
67	Cabarrus	US 29 N	US 29 N	Begin Median Island at Chipola St.	End Island	13.342	13.399	0.06	0.057	Median Concrete Island
68	Cabarrus	NC 3	Union St	Begin Median	End @ US 601 intersection	0	0.021	0.02	0.084	Concrete Islands @ Intersection
70	Cabarrus	US29 S	US 29 S Cannon Blvd.	Begin Median Islands at 1st St. Bridge	End Islands (Past Fairview St.)	0.898	1.308	0.41	0.410	Median Concrete Island
71	Cabarrus	US 29 N	US 29 N	Median Islands before NC 73	End of Islands before Church St.	8.874	9.017	0.15	0.143	Median Concrete Island
72	Cabarrus	US29 S	US 29 S	Begin Median Islands	End Islands at Central Dr.	5.83	5.893	0.06	0.063	Median Concrete Island
74	Cabarrus	US29 S	US 29 S	Begin Median Island	End Island	0.522	0.585	0.06	0.063	Median Concrete Island
75	Cabarrus	US29 S	US 29 S	Begin Median Islands at Parkway Ave.	End Islands before Sherwood Ct.	6.094	6.449	0.36	0.355	Median Concrete Island
76	Cabarrus	US 29 N	US 29 N	Begin Median Island	End Island	13.466	13.529	0.06	0.063	Median Concrete Island
86	Cabarrus	US29 S	US 29 S	Median Islands at Poplar Tent Rd.	End of Island at Poplar Tent Rd	6.612	6.683	0.02	0.018	Median Concrete Island
88	Cabarrus	US29 S	US 29 S	Past Mall Entrance	NE Hospital 2 Median Islands	4.704	4.849	0.14	0.145	Median Concrete Island
89	Cabarrus	US 29 N	US 29 N	Begin Median Islands before Fairview St.	End Islands Before 1st St. Bridge	12.739	13.149	0.41	0.410	Median Concrete Island
90	Cabarrus	NC 49 Ramp	NB Off Ramp	NC 49 NB	US 601	0.037	0.267	0.23	0.230	Sweep C&G Section
91	Cabarrus	US 29 N	US 29 N	NC 73	End Island	8.602	8.708	0.11	0.106	Median Concrete Island
92	Cabarrus	NC 49 NB	NC 49 NB	Begin C&G Harrisburg	End C&G Harrisburg	0.397	3.205	2.81	2.808	1st wk May, B/f 7/4, & B/f Oct Race
93	Cabarrus	NC 24/27	24/27 East	Begin C&G Midland	End C&G Midland	2.942	6.717	3.78	7.550	
94	Cabarrus	US29 S	US 29 S	Begin Median Islands Sweet Gum St.	End Islands Barnett St.	1.384	1.894	0.51	0.510	Median Concrete Island
96	Cabarrus	US 601	W.C. Coleman	NC3 Union St	End C&G past Zion Church Rd.	13.393	13.722	0.33	0.658	
97	Cabarrus	NC 24/27	24/27 West	Begin C&G, Midland	End C&G, Midland	1.69	1.73	0.04	0.040	
98	Cabarrus	NC 49 NB	NC 49 NB	Begin Island	Turn Lane	0.323	0.397	0.07	0.074	Turn Lane Up to Grass Median
99	Cabarrus	NC3	Branchview	S of Cabarrus Ave	N of Cabarrus Ave	3.474	3.541	0.07	0.134	Sweep Shldrs & C& G Sect
100	Cabarrus	SR 1300	Morehead Rd.	US 29	Gate P of Speedway	0	0	0.63	0.634	Curb and gutter, Sweep before May and Oct. races
101	Cabarrus	SR 1300	Morehead Rd.	US 29	Gate P of Speedway	0	0	0.55	0.551	Curb and gutter, Sweep before May and Oct. races
102	Cabarrus	US 29	US 29	Rocky River Bridge	Hudspeth Rd.	0	0	1.30	2.590	Curb and Gutter, Capped Islands
103	Cabarrus	US 29	US 29	Hudspeth Rd.	Rocky River Bridge	0	0	1.30	2.594	Curb and Gutter, Capped Islands
104	Cabarrus	SR 1300	Morehead Rd.	Hudspeth Rd.	Gate P of Speedway	0	0	0.35	0.696	
105	Cabarrus	SR 2894	Speedway, Concord Mills, Christenbury	US 29	Cox Mill Rd.	0	0	3.42	6.840	
106	Cabarrus	SR 2894	Speedway, Concord Mills, Christenbury	US 29	Cox Mill Rd.	0	0	2.75	5.492	

FID	County	Route	Name	From	To	Begin MP	End MP	Length (miles)	Shoulder Mile	Comments
107	Cabarrus	US 29	US 29	Median Island at Poplar Tent Rd.	Median Island at Poplar Tent Rd.	0	0	0.02	0.040	
1	Meck.	NC-24	Harris Blvd	Beginning of Median capped islands	I-485 Bridge	0.465	0	0.46	0.930	East
2	Meck.	NC-16	Brookshire Frwy	N. of Oakdale Rd	S I-77 ramp	19.998	16.94	1.70	6.116	North Curb and Pvd Shldr
3	Meck.	SR 3814	Woodlawn/Runnymede Rd.	South Blvd.	Sharon Rd.	0.017	3.36	3.34	6.690	
4	Meck.	SR 1009	Monroe Rd.	Wendover Rd.	NC 51	0.021	6.692	6.67	13.340	
8	Meck.	US 29/ NC49	Graham Street	Sugar Creek Rd.	Dalton Ave.	0.01	4.261	4.24	8.502	
15	Meck.	SR 1128	Westinghouse Blvd	NC-49	End Divided	0.302	0	0.30	0.604	East
17	Meck.	SR 4886	Freedom Dr	W Summit Ave	Morhead St	6.29	0	0.64	1.258	South
18	Meck.	SR 1291	Woodlawn	I 77 Bridge	South Blvd.	0.016	0.635	0.62	1.238	
21	Meck.	SR 1133	Alvin Hough Rd	24/27	End C&G	1.664	1.679	0.01	0.030	
28	Meck.	SR 4886	Freedom Dr	W Summit Ave	Morhead St	0.629	0	0.54	1.258	
33	Meck.	SR 3600	Sharon/Wendover Rd.	Woodlawn Rd.	NC 16 Providence Rd.	0.008	0.745	0.74	1.474	
34	Meck.	SR 1128	Westinghouse Blvd	Begin Divided, near Granite St.	End Divided, near Pioneer Ave.	2.349	1.431	0.92	1.836	
35	Meck.	SR 3585	Wendover Rd.	NC 16 Providence Rd.	Independence Blvd.	0.007	2.566	2.56	5.118	
36	Meck.	SR 2940	Eastway Dr.	N. Tryon St.	Independence Blvd.	0.034	4.255	4.22	8.442	
39	Meck.	SR 1128	Westinghouse Blvd	NC-49	Begin Divided, capped islands	2.651	2.349	0.30	0.604	West
44	Meck.	SR 3998	South Blvd.	I 485	Woodlawn Rd.	0.021	5.27	5.24	10.490	
49	Meck.	US-21	Sunset	End Curb and Gutter	NC-115	14.835	14.586	0.25	0.498	North
53	Meck.	NC-49	York Rd	I-77	SC Line	27.815	16.251	9.33	23.128	North
54	Meck.	SR 1128	Westinghouse Blvd	NC-49	End median Island	3.33	3.201	0.13	0.258	Island & Curb
55	Meck.	SR 1138	W. Arrowood	N. I-77 Ramps	NC-49	2.605	1.376	1.23	2.458	East (End MP not = from)
56	Meck.	NC-49	York Rd	I-77	SC Line	11.663	0	11.67	23.326	North
57	Meck.	US-74	Wilkinson Blvd	Gaston Co	I-277	22.671	14.831	8.29	15.680	West
60	Meck.	SR 1138	W. Arrowood	NC-49	N. I-77 Ramps	1.229	0	1.23	2.458	West (Begin MP not = to)
62	Meck.	NC-24	Harris Blvd	End Pvd Shldr taper, near Reames Rd.	North I-77 Ramps	1.674	1.21	0.46	0.928	
64	Meck.	SR 3300	7th St./Monroe Rd.	Charlotte Towne Rd.	Wendover Rd.	0.009	2.55	2.53	5.082	
69	Meck.	NC-16	Brookshire Frwy	S I-77 ramp	N. of Oakdale Rd	10.34	6.604	1.68	7.472	South Curb and Pvd Shldr
73	Meck.	NC-24	Harris Blvd	Beginning Median capped islands	I-485 Bridge	24.118	23.659	0.46	0.918	West
77	Meck.	NC 24/27	24/27 West	Begin C&G	End C&G, near Mecklenburg line	8.268	8.463	0.19	0.195	
78	Meck.	SR 1128	Westinghouse Blvd	End Divided	S. I-77 ramps	1.423	1.192	0.23	0.462	West
79	Meck.	NC 24/27	Albermarle Rd.	I-485	Cabarrus line	16.283	24.127	3.19	6.094	
80	Meck.	SR 2935	Plaza Rd.	Milton Rd.	Glenfiddich Dr.	0.009	2.178	0.99	4.338	Just sweep the outside shoulder in both directions
81	Meck.	US 29/ NC49	N. Tryon St.	Sugar Creek Rd.	RR tracks past Atando	9.023	12.409	1.07	6.770	
82	Meck.	NC-24	Harris Blvd	Intersection of Old Statesville	Intersection of Old Statesville Rd.	2.785	2.737	0.05	0.096	NC-115 Intersection
83	Meck.	US-21	Sunset	NC-115	Begin Curb	16.271	16.025	0.25	0.492	
84	Meck.	NC-24	Harris Blvd	End median Island, between Lakeview and 115	End median Island, between Lakeview and 115	2.448	2.346	0.10	0.612	Directional Crossover
85	Meck.	NC-24	Harris Blvd	N I-77 ramps	Begin Divided Median, near Reames Road	1.21	0.465	0.74	2.980	
87	Meck.	SR 1128	Westinghouse Blvd	End Divided	S. I-77 ramps	1.46	1.128	0.24	0.664	East
95	Meck.	US-74	Wilkinson Blvd	I-277	Gaston Co	8.308	0	8.30	16.616	North
13	Stanly	NC 24/27	Main Street	college entrance on west side of Locust	begin divided section east of Barbee Rd. on east side of Locust	0.232	4.165	3.93	7.866	
14	Stanly	NC 24/27	Main Street	college entrance on west side of Locust	begin 5 lane section on west side of Locust	24.58	24.72	0.14	0.280	
12	Union	NC 16 WBL	Providence Rd	Rea Rd.	Mecklenburg County line	6.42	8.24	1.81	3.640	C&G
20	Union	NC 16 EBL	Providence Rd	Mecklenburg County line	Rea Rd.	0	1.81	1.81	3.620	C&G
22	Union	SR 1316	Rea Road	NC 16, Providence Rd.	Mecklenburg County Line	0	3.01	2.93	12.040	C&G divided secondary from NC 16 - Meck CO
24	Union	US 74 EB & WB	US 74	Curb and Gutter through Marshville	Curb and Gutter through Marshville	22.94	20.5	2.44	4.880	C&G 5 lane section of Marshville
52	Union	US 74 EB & WB	US 74	Curb and Gutter through Wingate	Curb and Gutter through Wingate	17.95	16.34	1.61	3.220	C&G 5 lane section of Wingate
108	Union	SR 1316	Rea Rd.	Mecklenburg County Line	NC 16, Providence Rd.	0	0	2.93	5.860	