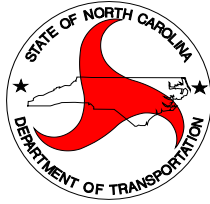


STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



DIVISION 3

**CONTRACT PROPOSAL**  
**SMALL BUSINESS ENTERPRISE**

DATE AND TIME OF BID OPENING: June 2, 2022 AT 2:00 PM

CONTRACT ID: D3POC0139

WBS ELEMENT NO.: VARIOUS

FEDERAL AID NO.: STATE PROVISIONS

COUNTY: Brunswick, Duplin, New Hanover, Onslow, Pender and Sampson Counties

TIP NO.: N/A

MILES: VARIOUS MILES

ROUTE NO.: VARIOUS

LOCATION: VARIOUS LOCATIONS IN DIVISION 3

TYPE OF WORK: BRIDGE SWEEPING - SBE

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NAME OF BIDDER

---

ADDRESS OF BIDDER

RETURN BIDS TO:

N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 3  
ATTN: Jonathan W. Mitchell  
5501 Barbados Blvd.  
Castle Hayne, NC 28429

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. D3POC0139 IN BRUNSWICK, DUPLIN, NEW HANOVER, ONSLOW, PENDER AND  
SAMPSON COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D3POC0139**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the date(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D3POC0139** in **Brunswick, Duplin, New Hanover, Onslow, Pender and Sampson Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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## INSTRUCTIONS TO BIDDERS

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

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

### **TRADITIONAL PAPER BIDS:**

1. Small Business Enterprise bidders shall submit a SBE Application for Certification Form within the NC Online Certification System on the Department's website and have been approved by the Office of Civil Rights prior to bidding. The SBE shall submit this form for approval at a minimum of one week prior to bidding.
2. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 5501 Barbados Blvd., BY 2:00 PM ON, June 2, 2022.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – BRIDGE SWEEPING - SBE IN DIVISION 3 TO BE OPENED AT 2:00 PM ON,  
June 2, 2022.**

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

**N. C. DEPARTMENT OF TRANSPORTATION  
ATTN: Jonathan W. Mitchell  
5501 Barbados Blvd.  
Castle Hayne, NC 28429**

## **PROJECT SPECIAL PROVISIONS**

### **GENERAL:**

This contract is for the Debris Removal and Sweeping of Bridges in Brunswick, New Haven, Onslow, Pender, Duplin & Sampson counties, which together comprise Division 3. The Department is requesting **all Primary Bridges** take priority when working in counties and shall plan schedule accordingly.

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 Standard Specifications for Roads and Structures 2018, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

### **BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

The provisions of Articles 102-10 and 103-7 of the *2018 Standard Specifications for Roads and Structures* are waived for this project. No bonds required.

**CONTRACT TIME AND LIQUIDATED DAMAGES:**

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

108

SP1 G10 A

The date of availability for this contract is **July 1, 2022**.

The completion date for this contract is **June 30, 2023**.

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

The liquidated damages for this contract are **Six Hundred Dollars (\$ 600.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:**

(2-20-07)

108

SP1 G14 C

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 **ANY ROAD** during the following time restrictions:

DAY AND TIME RESTRICTIONS

**MONDAY THRU THURSDAY FROM 6:00AM to 7:00PM &  
FRIDAY THRU SUNDAY 6:00AM to 8:00PM**

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For New Year's **Day**, between the hours of **4:00 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.
3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **4:00 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 **4:00 p.m.** the Thursday before Independence Day and **9:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **9:00 a.m.** Monday.
8. For **Christmas**, between the hours of **4:00 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 time will be the time the Contractor begins to install traffic control devices required for the lane closures according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated herein and restore traffic to the existing traffic pattern.

The liquidated damages are **Six Hundred Dollars (\$ 600.00)** per hour.

**CONTRACT PERIOD:**

(2-19-14)

SPD 01-600 REV.

This contract shall be effective for one (1) contract period (up to 12 months). At the option of the Department and upon agreement by the Contractor, this contract may be extended for up to two (2) additional one (1) year periods with a three percent (3%) increase in prices each year.

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract, by May 1<sup>st</sup> if the contract may be extended. The Contractor must notify the Engineer in writing within fifteen (15) days of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

However, the contract may be nullified by either party within thirty days of providing written notification to the other party.

The Contractor shall provide an ACORD insurance certificate showing a minimum of \$5,000,000 Liability Insurance along with proof of all other legally required insurance

**SMALL BUSINESS ENTERPRISE PROGRAM:**

Bids are being solicited for this project under the provisions of NCDOT's **Small Business Enterprise Program**.

Your firm does not have to be formally identified as a minority, woman, or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

**Under the provisions of this Program, a NC General Contractor's License is not required.**



**Under the provisions of this Program, contract payment and contract performance bonds are not required.**

**Under the provisions of this Program, your firm is required to be certified as a SBE Contractor with the Contractual Services Unit of NCDOT, and be listed in the Directory of Transportation Firms, prior to bidding on this contract.** Prospective bidders who qualify for the SBE Program and are not currently certified should submit a completed application packet prior to bid submittal to allow for review time. The application packet and additional information on the program may be obtained online at:

<https://connect.ncdot.gov/business/SmallBusiness/Pages/default.aspx>.

The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

**NO MAJOR CONTRACT ITEMS:**

(2-19-02) (Rev. 8-21-07) 104 SP1 G31

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

**NO SPECIALTY ITEMS:**

(7-1-95) 108-6 SP1 G34

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

**FUEL PRICE ADJUSTMENT PAPER BID:**

(11-15-05) (Rev. 7-20-21) 109-8 SP1 G43

Revise the *2018 Standard Specifications* as follows:

**Page 1-87, Article 109-8, Fuel Price Adjustments**, add the following:

The base index price for DIESEL #2 FUEL is \$ **4.1485** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

The pay items and the fuel factor used in calculating adjustments to be made will be as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90

Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____" Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form for Paper Bid* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form for Paper Bid* is included toward the end of this paper bid document when asphalt items noted in the chart as eligible for fuel adjustments are part of the project.

Select either 2.90 Gal/Ton fuel factor or 0.90 Gal/Ton fuel factor for each asphalt line item on the *Fuel Usage Factor Adjustment Form for Paper Bid*. The selected fuel factor for each asphalt item will remain in effect for the duration of the contract.

Failure to complete the *Fuel Usage Factor Adjustment Form for Paper Bid* will result in using 2.90 gallons per ton as the Fuel Usage Factor for Diesel for the asphalt items noted above. The contractor will not be permitted to change the Fuel Usage Factor after the bids are submitted.

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS:**

(7-15-08) (Rev. 5-13-19)

108-2

SP1 G58

The Contractor's attention is directed to the Standard Special Provision entitled *Availability of Funds Termination of Contracts* included elsewhere in this proposal. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2022	(7/01/21 - 6/30/22)	<b>0%</b> of Total Amount Bid
2023	(7/01/22 - 6/30/23)	<b>100%</b> of Total Amount Bid
2024	(7/01/23 - 6/30/24)	<b>0%</b> of Total Amount Bid
2025	(7/01/24 - 6/30/25)	<b>0%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>0%</b> of Total Amount Bid

The Contractor shall also furnish his own progress schedule in accordance with Article 108-2 of the *2018 Standard Specifications*. Any acceleration of the progress as shown by the Contractor's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**SMALL BUSINESS ENTERPRISE (MULTI-YEAR MAINTENANCE CONTRACTS):**

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

SP1 G72

This contract is a multi-year contract let pursuant to the Small Business Enterprise provisions of N.C. General Statute §136-28.10. In accordance with N.C. General Statute §136-28.10, an award in a contract may be for an amount less but shall not exceed \$1,000,000 per year. No payments in excess of this amount will be disbursed, in accordance with the Statute.

**DIVISION CONTACT:**

The Bridge Maintenance contact will be Mr. Brad Koonce - Bridge Engineer, and he may be reached at (910) 371-6580.

**RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:**

(11-17-20)

SP01 G090

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

**USE OF UNMANNED AIRCRAFT SYSTEM (UAS):**

(8-20-19)

SP1 G092

The Contractor shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Contractor shall complete the NCDOT UAS – Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer prior to beginning the operations.

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

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

**EQUIPMENT IDLING GUIDELINES:**

(1-19-21)

107

SP1 G096

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

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

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

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

### **AWARD LIMITS:**

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

**Page 1-29, Subarticle 103-4(C), Award Limits**, line 4-8, delete and replace the first sentence in the first paragraph with the following:

A bidder who desires to bid on more than one project on which bids are to be opened in the same letting and who desires to avoid receiving an award of more projects than he is equipped to handle, may bid on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the form Award Limits on Multiple Projects for each project subject to the award limit.

### **OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

**PROJECT SPECIAL PROVISIONS****ROADWAY****NOTES TO CONTRACTOR:**

- Work can begin on Sunday night after 8pm.
- Sweeping against or opposing traffic “SHALL NOT” be permitted.
- Any weed eating, debris pickup or weep holes needing to be cleaned out on a Bridge will be incidental to other contract line items.

**BURNING RESTRICTIONS:**

(7-1-95)

200, 210, 215

SP2 R05

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

**PROSECUTION AND PROGRESS:**

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

The Contractor shall prepare and submit to the Engineer a proposed schedule of operations prior to beginning work on this project. The schedule should indicate the proposed chronological sequence of operations and may be revised within the limits of the contract with the approval of the Engineer.

No work may be performed on legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations. The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer. The Engineer may designate specific locations for parking equipment.

The Contractor shall temporarily remove his equipment from the travel way for emergency vehicles and school buses as directed by the Engineer.

**DRIVEWAYS AND PRIVATE PROPERTY:**

The Contractor shall maintain access to driveways for all residents and property owners throughout the duration 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.

**PRESERVATION OF PROPERTY:**

Permanent traffic signs and mailboxes that interfere with the road construction operations are to be removed during the course of a day's work, and be reinstalled at the conclusion of each work day. The Contractor shall mark the proper location of the signs and mailboxes by placing an offset stake behind the ditch line to ensure proper replacement.

Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

**DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE AND PROPOSED PAVEMENT:**

In addition to the requirements of the Standard Specifications concerning this subject, the Contractor is cautioned that he/she will be held responsible for all damages to the pavement, base, and subgrade caused by their operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade.

The Contractor is cautioned to limit the weight of his/her equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement.

Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply notification.

**DAMAGE TO PLANTS:**

The Contractor shall conduct his operations in such a manner as to prevent injury to trees, shrubs, grass or legume ground cover, or other types of vegetation that are to remain growing, and also to prevent damage to adjacent property.

The Contractor shall be responsible for the replacement of any plant destroyed or damaged by any operation performed by the Contractor or any subsequent subcontractor.

**COOPERATION BETWEEN CONTRACTORS:**

The Contractor's attention is directed to Article 105-7 of the Standard Specifications. The Contractor on this project shall cooperate with any other Contractor, or State Forces, working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

**BRIDGE SWEEPING:**

The bridge sweeping operation shall include the cleaning, removing or picking up by brooming or suction process or other approved method, of all foreign matter from designated bridge areas and the disposal of such matter into a state approved landfill. The designated area is a swath the entire length of the bridge adjacent to the bridge curb/rail, or barrier wall and should be approximately 10 feet wide. For divided facilities, the designated area shall also include a swath in each direction along the median, curb/rail, or barrier wall. If bridge approach and departure ends have channelization (expressway gutter, etc.) the sweeping should extend to cover this area, unless the channelization is typical of the roadway, then sweeping should extend approximately 100' in each direction of the bridge or as directed by the Engineer.

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the sweeping work. 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. Sweepers used in the cleaning operation may be brush/vacuum, mechanical, or regenerative air, or may be a combination of Industrial types.

All sweepers shall have a minimum capacity of (4) four cubic yards and 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.

Sweeper equipment shall be equipped with a revolving or strobe light and an arrow board. The revolving or strobe light shall be visible for a minimum of one (1) mile, flashing sixty to ninety times per minute, mounted for three hundred sixty degrees of visibility and equipped with amber lens. The arrow board shall be a minimum of 5'x 2.5' in size and conform to the requirements for advance warning arrow panel, Type B as specified in Section 6F.53 of the MUTCD. The arrow panel shall be mounted at a minimum distance of seven (7) feet from the roadway to the bottom of the panel.

**Traffic control shall be in accordance with moving operation caravan drawings and specifications, included elsewhere in this proposal.**

Truck Mounted Impact Attenuators (TMIA's) shall be used with each operation. The TMIA truck shall be a single axle dump truck or larger, weighing no less than 32,000 pounds. The TMIA truck shall be equipped with appropriately sized impact attenuator mounted on the rear of the buffer vehicle and designed to minimize impact of rear-end collisions (NCHRP-350 60 MPH crash test) for both traveling public as well as the driver of the buffer vehicle. The buffer truck shall also be equipped with revolving or strobe lights and an arrow board (as required on sweeper).

Support vehicles, including safety trucks, debris transfer vehicles, pick-up trucks and any other vehicles used in sweeping operations, shall be equipped with revolving or strobe lights as required on sweeper truck.

**The safety of the public and the convenience of traffic shall be regarded as prime importance.**

Signs, lights, safety, truck attenuators, and other traffic control items are not a pay item, but are considered incidental to other contract items, and the contractor is expected to provide these items without additional compensation.

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 a travel lane. Material shall not be swept across a travel lane.

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, the Contractor shall either restore at his/her own expense such property to a condition 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

**Basis of payment for "Debris Removal and Sweeping" will be the contract unit price per HR.**

**LITTER CLEANUP & REMOVAL:**

The work covered by this section includes litter clean up, recycling and removal within the State Maintained Highway System Right of Way.

The work shall include the furnishing of all tools, materials, transportation and labor necessary for the prosecution and completion of the work.

No separate payment will be made for providing, installing, and maintaining traffic control devices, etc., or for any other cost associated with maintaining the control of traffic. Traffic control will be considered incidental to the contract, and will be included in the Bid Items as listed on the Contract Bid Form.

**A. CLEAN UP**

The clean-up operation shall include the picking up, recycling and removing of litter and the disposal of such matter into a state approved landfill or single-stream recycling facility. Items for clean-up may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush and other items not considered normal to the right of way.

All collected litter that is small enough to be placed in a bag shall be bagged immediately. All bags and collected litter that is too large for a bag shall be placed into a vehicle and removed from the right of way at the end of each day's operation.

**At no time shall bags be allowed to remain beyond the end of the work day.**

If at any time an object is too large to be removed by normal means and equipment is necessary to remove object, the Contractor shall notify the Inspector, and DOT forces will remove the object.

The designated area for cleanup is the entire normal sweeping pattern of the bridge deck and areas as directed by the Engineer.

**The Contractor will not be responsible for the clean-up and removal of large dead animals. If this situation is encountered, contact the Engineer.**

**B. RECYCLING**

The Contractor's attention is directed to North Carolina General Statute 130A-309.10 (f) though (l). Per this statute, the Contractor performing litter clean up and removal shall be required to recycle. In an effort to align with efforts by the Department to recycle with litter removal, the Contractor shall participate in single-stream recycling. The Contractor shall be responsible for locating single-stream recycling facilities and utilizing them during the durations of the highway clean-up work. The Contractor shall utilize blue bags, similar to those used by the Department, for collection of materials appropriate for recycling.

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



When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the engineer shall be notified immediately.

**D. REMOVAL & DISPOSAL OF DEBRIS**

Removal and disposal of all materials shall be the responsibility of the Contractor. Disposal of the materials shall be done in either a public or private sanitary landfill approved by the State of North Carolina Solid Waste Management Division.

Clean up shall not be considered accepted by the Department until the original "DUMPING TICKET" issued to the Contractor for disposing the materials picked up during the assigned work is presented to the Department's inspector.

Work will be suspended if contractor is charged with illegal dumping. "THIS CONTRACT SHALL BE IMMEDIATELY TERMINATED IF THE CONTRACTOR IS FOUND GUILTY OF ILLEGAL DUMPING."

**STOCKPILING OF DEBRIS ON THE RIGHT-OF-WAY SHALL NOT BE PERMITTED. ALL COST INVOLVED WITH THE DISPOSAL OF THE SWEEPED OR PICKED UP MATERIALS SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE.**

**Basis of payment for "Removal and Disposal of Debris" will be incidental to "Debris Removal and Sweeping".**

**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 107-12 of the 2018 Standard Specifications.

**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. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan

**NCDOT INSPECTORS:**

Inspectors will assist in locating and measuring quantities daily. The contractor will work with the inspector in mapping out routes weekly to advise County Bridge Maintenance Supervisors of approximate work locations.

## Division 3 Bridge Locations

<i>County</i>	<i>Bridge Number</i>	<i>Route</i>
BRUNSWICK	090001	SR1435
BRUNSWICK	090002	NC87
BRUNSWICK	090003	SR1455
BRUNSWICK	090004	US74/76 EB
BRUNSWICK	090005	US74/76 WB
BRUNSWICK	090006	SR1426
BRUNSWICK	090007	US421SB/NC
BRUNSWICK	090009	NC130
BRUNSWICK	090010	SR1521
BRUNSWICK	090011	NC87
BRUNSWICK	090013	NC904
BRUNSWICK	090014	NC133
BRUNSWICK	090015	NC179 BUS
BRUNSWICK	090016	NC211
BRUNSWICK	090018	SR1426
BRUNSWICK	090019	US17B
BRUNSWICK	090020	NC211
BRUNSWICK	090021	NC130
BRUNSWICK	090022	SR1112
BRUNSWICK	090023	SR1500
BRUNSWICK	090024	NC133
BRUNSWICK	090025	SR1500
BRUNSWICK	090026	NC87
BRUNSWICK	090028	SR1432
BRUNSWICK	090029	US74 & US76
BRUNSWICK	090030	SR1411
BRUNSWICK	090031	SR1411
BRUNSWICK	090033	SR1413
BRUNSWICK	090036	US74/US76 WBL
BRUNSWICK	090037	SR1407
BRUNSWICK	090038	SR1518
BRUNSWICK	090040	SR1515
BRUNSWICK	090041	SR1501
BRUNSWICK	090043	SR1437
BRUNSWICK	090045	US17B
BRUNSWICK	090047	NC211
BRUNSWICK	090048	NC130
BRUNSWICK	090049	SR1115
BRUNSWICK	090050	NC133
BRUNSWICK	090052	US17 SBL
BRUNSWICK	090053	SR1134
BRUNSWICK	090054	NC87

BRUNSWICK	090055	SR1140
BRUNSWICK	090056	NC133
BRUNSWICK	090057	NC211
BRUNSWICK	090058	SR1115
BRUNSWICK	090059	SR1115
BRUNSWICK	090060	US17BUS
BRUNSWICK	090061	NC133
BRUNSWICK	090062	NC211
BRUNSWICK	090064	SR1154
BRUNSWICK	090065	NC87
BRUNSWICK	090067	NC133
BRUNSWICK	090069	NC211
BRUNSWICK	090070	SR1305
BRUNSWICK	090071	NC130
BRUNSWICK	090072	NC179
BRUNSWICK	090073	US17 NBL
BRUNSWICK	090074	US17 SBL
BRUNSWICK	090075	NC133
BRUNSWICK	090076	NC211
BRUNSWICK	090077	SR1300
BRUNSWICK	090081	SR1321
BRUNSWICK	090083	US17 NBL
BRUNSWICK	090084	US17 SBL
BRUNSWICK	090087	SR1300
BRUNSWICK	090088	SR1333
BRUNSWICK	090090	US17 SBL
BRUNSWICK	090092	SR1339
BRUNSWICK	090093	NC211
BRUNSWICK	090096	US17
BRUNSWICK	090097	SR1340
BRUNSWICK	090098	US17/US74/76
BRUNSWICK	090099	US17/US74/76
BRUNSWICK	090100	SR1342
BRUNSWICK	090101	SR1401
BRUNSWICK	090102	SR1401
BRUNSWICK	090103	US17
BRUNSWICK	090104	SR1500
BRUNSWICK	090106	SR1512
BRUNSWICK	090107	US17,74,76 NBL
BRUNSWICK	090108	US17,74,76 SBL
BRUNSWICK	090123	SR1504
BRUNSWICK	090126	SR1300
BRUNSWICK	090137	SR1417
BRUNSWICK	090163	SR1349
BRUNSWICK	090169	SR1115
BRUNSWICK	090181	SR1437
BRUNSWICK	090182	SR1184

BRUNSWICK	090190	SR1155
BRUNSWICK	090193	SR1529
BRUNSWICK	090197	SR1333
BRUNSWICK	090198	SR1172
BRUNSWICK	090200	SR1340
BRUNSWICK	090202	SR1357
BRUNSWICK	090206	SR1105
BRUNSWICK	090207	SR1191
BRUNSWICK	090208	SR1472
BRUNSWICK	090209	NC211 FERR
BRUNSWICK	090218	US17 NBL
BRUNSWICK	090221	NC130
BRUNSWICK	090229	SR1105
BRUNSWICK	090230	NC 133
BRUNSWICK	090232	I-140
BRUNSWICK	090233	I-140 WBL
BRUNSWICK	090234	I-140 EBL
BRUNSWICK	090235	I-140 WBL
BRUNSWICK	090236	I-140 EBL
BRUNSWICK	090237	I-140 WBL
BRUNSWICK	090238	I-140 EBL
BRUNSWICK	090239	I-140 WBL
BRUNSWICK	090240	I-140 EBL
BRUNSWICK	090241	I-140 WBL
BRUNSWICK	090242	I-140 EBL
BRUNSWICK	090243	NC 87
BRUNSWICK	090247	I-140 ebl
BRUNSWICK	090248	I-140 WBL
BRUNSWICK	090249	I-140 EBL/US17N
BRUNSWICK	090250	I-140 WBL/US17S
BRUNSWICK	090251	I-140 EBL/US17N
BRUNSWICK	090252	I-140 WBL/US17S
BRUNSWICK	090253	I-140 EBL/US17N
BRUNSWICK	090254	I-140 WBL/US17S
BRUNSWICK	090255	SR 1426
BRUNSWICK	090256	SR 1426
BRUNSWICK	090257	SR 1430

<b>County</b>	<b>Bridge Number</b>	<b>Route</b>
DUPLIN	300004	US117
DUPLIN	300007	NC24 BUS.
DUPLIN	300008	NC41
DUPLIN	300011	NC241
DUPLIN	300012	NC11
DUPLIN	300013	SR1105
DUPLIN	300016	US117
DUPLIN	300017	US117
DUPLIN	300019	NC903
DUPLIN	300020	NC903
DUPLIN	300021	NC11
DUPLIN	300022	NC403
DUPLIN	300023	SR1101
DUPLIN	300024	SR1102
DUPLIN	300025	SR1102
DUPLIN	300026	NC24
DUPLIN	300027	NC241
DUPLIN	300029	NC50
DUPLIN	300030	NC41
DUPLIN	300031	NC111
DUPLIN	300032	NC24
DUPLIN	300033	NC41
DUPLIN	300035	NC111
DUPLIN	300036	NC11
DUPLIN	300037	SR1154
DUPLIN	300042	NC11
DUPLIN	300043	NC24
DUPLIN	300044	SR1148
DUPLIN	300045	SR1162
DUPLIN	300046	NC403
DUPLIN	300048	SR1101
DUPLIN	300049	SR1102
DUPLIN	300050	SR1102
DUPLIN	300051	SR1100
DUPLIN	300052	SR1135
DUPLIN	300053	NC41
DUPLIN	300054	SR1170
DUPLIN	300055	NC111
DUPLIN	300056	SR1170
DUPLIN	300057	SR1137
DUPLIN	300058	SR1133
DUPLIN	300059	NC11
DUPLIN	300060	NC50
DUPLIN	300063	SR1911
DUPLIN	300064	SR1920
DUPLIN	300065	NC41 & 50

DUPLIN	300067	SR1912
DUPLIN	300068	NC11
DUPLIN	300069	SR1915
DUPLIN	300071	SR1108
DUPLIN	300072	NC11
DUPLIN	300074	NC41&NC111
DUPLIN	300075	SR1301
DUPLIN	300076	NC41
DUPLIN	300077	NC11
DUPLIN	300078	SR1302
DUPLIN	300079	NC11
DUPLIN	300080	SR1311
DUPLIN	300081	NC11
DUPLIN	300082	NC111
DUPLIN	300083	SR1301
DUPLIN	300084	SR1304
DUPLIN	300094	SR1305
DUPLIN	300097	SR1305
DUPLIN	300099	SR1004
DUPLIN	300101	SR1004
DUPLIN	300105	SR1004
DUPLIN	300107	SR1307
DUPLIN	300110	SR1306
DUPLIN	300111	SR1306
DUPLIN	300119	SR1300
DUPLIN	300120	SR1306
DUPLIN	300132	SR1306
DUPLIN	300133	SR1531
DUPLIN	300137	SR1534
DUPLIN	300140	SR1554
DUPLIN	300144	SR1704
DUPLIN	300148	SR1700
DUPLIN	300150	SR1700
DUPLIN	300152	SR1700
DUPLIN	300153	SR1700
DUPLIN	300154	SR1700
DUPLIN	300155	SR1700
DUPLIN	300161	SR1711
DUPLIN	300162	SR1715
DUPLIN	300163	SR1723
DUPLIN	300165	SR1719
DUPLIN	300177	SR1964
DUPLIN	300181	SR1702
DUPLIN	300182	SR1961
DUPLIN	300187	SR1828
DUPLIN	300188	SR1826
DUPLIN	300196	SR1141

DUPLIN	300197	SR1141
DUPLIN	300201	SR1946
DUPLIN	300203	SR1953
DUPLIN	300204	SR1827
DUPLIN	300207	SR1970
DUPLIN	300211	SR1801
DUPLIN	300219	SR1354
DUPLIN	300229	SR1376
DUPLIN	300230	SR1301
DUPLIN	300256	SR1140
DUPLIN	300276	SR1710
DUPLIN	300278	SR1715
DUPLIN	300309	SR1301
DUPLIN	300325	SR1004
DUPLIN	300328	SR1106
DUPLIN	300336	SR1700
DUPLIN	300350	NC903
DUPLIN	300351	SR1554
DUPLIN	300352	SR1004
DUPLIN	300384	SR1937
DUPLIN	300406	SR1922
DUPLIN	300408	SR1105
DUPLIN	300410	SR1375
DUPLIN	300417	SR1519
DUPLIN	300425	SR1941
DUPLIN	300426	SR1162
DUPLIN	300427	I40 WBL
DUPLIN	300428	I40 EBL
DUPLIN	300429	I40 EBL
DUPLIN	300430	I40 WBL
DUPLIN	300431	SR1912
DUPLIN	300432	SR1922
DUPLIN	300433	NC903
DUPLIN	300434	SR1908
DUPLIN	300435	I40 WBL
DUPLIN	300436	I40 EBL
DUPLIN	300437	I40WBL
DUPLIN	300438	I40 EBL.
DUPLIN	300439	SR1337
DUPLIN	300440	SR1148
DUPLIN	300441	SR1102
DUPLIN	300442	SR1141
DUPLIN	300445	SR1107
DUPLIN	300447	SR1113
DUPLIN	300448	SR1105
DUPLIN	300449	I40 WBL
DUPLIN	300450	I40 EBL

DUPLIN	300451	SR1341
DUPLIN	300454	US117 BYP
DUPLIN	300455	US117BYP
DUPLIN	300457	NC24
DUPLIN	300458	NC24
DUPLIN	300459	NC 11&903
DUPLIN	300460	NC 11&903



<b>County</b>	<b>Bridge Number</b>	<b>Route</b>
NEW HANOVER	640001	SR1175
NEW HANOVER	640002	SR1175
NEW HANOVER	640003	US117/NC132 NBL
NEW HANOVER	640004	SR1002
NEW HANOVER	640005	SR1492
NEW HANOVER	640006	SR1492
NEW HANOVER	640008	US117/NC132 SBL
NEW HANOVER	640010	SR1411
NEW HANOVER	640011	US74
NEW HANOVER	640012	US74&76
NEW HANOVER	640013	US76
NEW HANOVER	640014	US74 & 76
NEW HANOVER	640018	US421
NEW HANOVER	640019	SR1576
NEW HANOVER	640021	US76
NEW HANOVER	640022	US74
NEW HANOVER	640024	US74
NEW HANOVER	640026	SR2812
NEW HANOVER	640027	US17
NEW HANOVER	640029	SR2812
NEW HANOVER	640030	US421
NEW HANOVER	640031	US117,NC13
NEW HANOVER	640032	SR1302
NEW HANOVER	640035	SR1627
NEW HANOVER	640042	SR1336
NEW HANOVER	640044	I40 WBL
NEW HANOVER	640045	I40 EBL
NEW HANOVER	640046	I40WBL
NEW HANOVER	640047	I40EBL
NEW HANOVER	640048	I40 WBL
NEW HANOVER	640049	I40 EBL
NEW HANOVER	640050	US421 FERR
NEW HANOVER	640056	SR1322
NEW HANOVER	640057	US117
NEW HANOVER	640058	I40 EBL
NEW HANOVER	640059	I40 WBL
NEW HANOVER	640078	SR1242
NEW HANOVER	640095	I-140WBL COL&US
NEW HANOVER	640096	I140 SB
NEW HANOVER	640097	I140
NEW HANOVER	640098	US17 BYP SB CONN
NEW HANOVER	640099	US17 BYP SBL
NEW HANOVER	640100	US17 BYP NBL
NEW HANOVER	640101	I40 RAMP WBL
NEW HANOVER	640102	I-140&US17 BYP
NEW HANOVER	640103	I140/US17 BYP

NEW HANOVER	640104	I140EB/US17BYP NB
NEW HANOVER	640105	I140 WB/US17BYP SB
NEW HANOVER	640106	SR1332
NEW HANOVER	640107	US74
NEW HANOVER	640108	US74(SMITH CRK. PK
NEW HANOVER	640109	RAMP A NC133
NEW HANOVER	640110	US74 RMP.BD
NEW HANOVER	640111	SR1627 RAMP B
NEW HANOVER	640112	US74 EBL
NEW HANOVER	640113	US74&NC133
NEW HANOVER	640114	US74 RMP B
NEW HANOVER	640115	US74 RMP C
NEW HANOVER	640118	I140/US17
NEW HANOVER	640119	I140/US17
NEW HANOVER	640120	I140 WB/US17BYP SB
NEW HANOVER	640121	I140 EB/US17BYP NB
NEW HANOVER	640122	I140 WB/US17 BYPSB
NEW HANOVER	640123	I140 EB/US17 BYPNB
NEW HANOVER	640124	US117/NC132
NEW HANOVER	640126	US74 WBL
NEW HANOVER	640127	US74
NEW HANOVER	640128	US74 WBL
NEW HANOVER	640129	US74 EBL.
NEW HANOVER	640130	US74(RAMP D)
NEW HANOVER	640131	US74 WB
NEW HANOVER	640132	US74 EBL
NEW HANOVER	640133	US74 RMP B
NEW HANOVER	640134	US74 RMP LOOP B
NEW HANOVER	640136	US17 RAMP
NEW HANOVER	640189	I-140E/17N
NEW HANOVER	640190	I-140W/17S
NEW HANOVER	640191	I-140E/17N
NEW HANOVER	640192	I-140W/17S
NEW HANOVER	640193	I-140E/17N
NEW HANOVER	640194	I-140W/17S
NEW HANOVER	640195	I-140E/17N
NEW HANOVER	640196	I-140W/17S
NEW HANOVER	640197	I-140E/17N
NEW HANOVER	640198	I-140W/17S

<b>County</b>	<b>Bridge Number</b>	<b>Route</b>
ONslow	660003	SR1423
ONslow	660004	SR1327
ONslow	660005	NC24 EBL
ONslow	660006	SR1427
ONslow	660007	NC24 WBL
ONslow	660008	SR1330
ONslow	660009	SR1332
ONslow	660010	SR1333
ONslow	660011	SR1434
ONslow	660012	US17 SBL
ONslow	660013	SR1434
ONslow	660016	NC50
ONslow	660017	NC172
ONslow	660018	NC53
ONslow	660019	NC210
ONslow	660020	HOLCOMB BL
ONslow	660021	SR1503
ONslow	660024	US17
ONslow	660025	NC24
ONslow	660026	NC50
ONslow	660028	NC210
ONslow	660029	US17
ONslow	660030	NC24
ONslow	660031	NC50
ONslow	660033	US17 NBL
ONslow	660037	US17NBL
ONslow	660039	SR1314
ONslow	660040	SR1308
ONslow	660044	SR1302
ONslow	660046	US17(SBL)
ONslow	660047	US17 SBL
ONslow	660048	US17
ONslow	660049	SR1225
ONslow	660050	SR1003
ONslow	660054	SR1231
ONslow	660055	SR1213
ONslow	660058	SR1204
ONslow	660061	NC111
ONslow	660062	SR1209
ONslow	660071	SR1109
ONslow	660072	SR1105
ONslow	660077	SR1509
ONslow	660087	SR1331
ONslow	660090	SR1331
ONslow	660091	SR1509
ONslow	660118	SR1406

ON SLOW	660119	SR1406
ON SLOW	660121	SR1406
ON SLOW	660134	SR1331
ON SLOW	660142	SR1534
ON SLOW	660143	SR1534
ON SLOW	660144	SR1310
ON SLOW	660181	SR1518
ON SLOW	660182	SR1518
ON SLOW	660191	SR1402
ON SLOW	660193	SR1331
ON SLOW	660209	SR1316
ON SLOW	660223	SR1336
ON SLOW	660226	SR1557
ON SLOW	660230	SR1568
ON SLOW	660231	SR1568
ON SLOW	660232	SR1568
ON SLOW	660233	SR1568
ON SLOW	660234	SR1568
ON SLOW	660235	SR1568
ON SLOW	660236	SR1568
ON SLOW	660237	SR1568
ON SLOW	660240	SR1568
ON SLOW	660241	SR1568
ON SLOW	660249	US17NBL
ON SLOW	660250	US17 NBL.
ON SLOW	660251	US17 NBL
ON SLOW	660252	US17 NBL
ON SLOW	660253	US17 BYP.
ON SLOW	660254	US17 SBL
ON SLOW	660255	US17 NBL
ON SLOW	660256	US17 SBL
ON SLOW	660257	US17 NBL
ON SLOW	660258	MONTFORD POINT RD.
ON SLOW	660259	US17 BYP.CONN.WBL
ON SLOW	660260	US17 NBL
ON SLOW	660262	NC24 WBL
ON SLOW	660263	NC24 EBL
ON SLOW	660265	US17 NBL
ON SLOW	660266	US17 BYP.N
ON SLOW	660267	BEACH RD.
ON SLOW	660268	US17
ON SLOW	660269	US17 SBL
ON SLOW	660270	US17SBL
ON SLOW	660271	US17 SBL.
ON SLOW	660275	US17 SBL
ON SLOW	660276	US17 NBL.
ON SLOW	660277	US17 SBL.

ONslow	660278	US17 NBL.
ONslow	660279	US17 SBL
ONslow	660280	US17 NBL
ONslow	660289	SR 1704
ONslow	660290	US 17 SBL Ramp
ONslow	660291	US 17 NBL Ramp
ONslow	660292	US 17 Bypass Ramp
ONslow	660293	US 17 SBL Ramp
ONslow	660294	US 17 NBL Ramp
ONslow	660308	Base entry road
ONslow	660310	SR 1406
ONslow	660311	SR 1406
ONslow	660313	SR 1331

<b>County</b>	<b>Bridge Number</b>	<b>Route</b>
PENDER	700005	SR1216
PENDER	700006	SR1332
PENDER	700007	SR1340
PENDER	700008	NC11&53
PENDER	700009	SR1120
PENDER	700011	NC11,53
PENDER	700012	US117
PENDER	700013	NC210
PENDER	700014	NC133
PENDER	700015	NC11
PENDER	700016	NC50/NC210
PENDER	700017	SR1103
PENDER	700018	NC210
PENDER	700019	US117
PENDER	700020	SR1104
PENDER	700021	NC210
PENDER	700022	NC50
PENDER	700025	NC210
PENDER	700026	NC53
PENDER	700028	NC210
PENDER	700029	NC53
PENDER	700031	NC210
PENDER	700032	SR1128
PENDER	700033	SR1125
PENDER	700034	NC53
PENDER	700037	NC53
PENDER	700038	NC210
PENDER	700039	NC53
PENDER	700041	NC210
PENDER	700043	SR1128
PENDER	700044	NC210
PENDER	700045	SR1207
PENDER	700046	SR1209
PENDER	700047	SR1206
PENDER	700048	SR1207
PENDER	700052	SR1217
PENDER	700063	SR1305
PENDER	700066	SR1307
PENDER	700068	SR1306
PENDER	700070	SR1309
PENDER	700073	SR1318
PENDER	700077	SR1409
PENDER	700079	SR1336
PENDER	700081	SR1216
PENDER	700087	SR1407
PENDER	700090	SR1411

PENDER	700091	SR1411
PENDER	700096	SR1520
PENDER	700115	SR1523
PENDER	700116	SR1520
PENDER	700117	SR1520
PENDER	700144	SR1102
PENDER	700146	SR1304
PENDER	700202	SR1325
PENDER	700203	SR1324
PENDER	700213	SR1580
PENDER	700215	SR1104
PENDER	700217	SR1509
PENDER	700218	SR1315
PENDER	700219	US117
PENDER	700220	SR1411
PENDER	700222	NC210
PENDER	700223	SR1318
PENDER	700224	NC53
PENDER	700227	US117
PENDER	700229	SR1412
PENDER	700233	SR1501
PENDER	700234	I40 WBL
PENDER	700235	I40 EBL
PENDER	700236	SR1653

<b>County</b>	<b>Bridge Number</b>	<b>Route</b>
SAMPSON	810003	SR1933
SAMPSON	810004	US421
SAMPSON	810006	US701
SAMPSON	810007	SR1924
SAMPSON	810009	US13
SAMPSON	810010	US421
SAMPSON	810011	NC24
SAMPSON	810012	NC41
SAMPSON	810013	SR1147
SAMPSON	810014	NC411
SAMPSON	810015	NC50
SAMPSON	810016	SR1145
SAMPSON	810017	SR1146
SAMPSON	810018	SR1004
SAMPSON	810019	NC242
SAMPSON	810020	NC403
SAMPSON	810021	SR1004
SAMPSON	810022	US701
SAMPSON	810023	US421
SAMPSON	810024	NC50
SAMPSON	810025	NC24
SAMPSON	810026	NC41
SAMPSON	810027	NC403
SAMPSON	810028	SR1927
SAMPSON	810029	US421
SAMPSON	810030	SR1943
SAMPSON	810031	US701
SAMPSON	810033	NC24
SAMPSON	810034	SR1945
SAMPSON	810035	NC403
SAMPSON	810036	SR1130
SAMPSON	810038	SR1007
SAMPSON	810039	US421/S.B.
SAMPSON	810040	US421 NBL
SAMPSON	810041	US701BYP.
SAMPSON	810042	NC24
SAMPSON	810043	SR1105
SAMPSON	810044	NC403
SAMPSON	810045	SR1105
SAMPSON	810046	US701BYP.
SAMPSON	810047	US701BYP.
SAMPSON	810048	US701 SBL
SAMPSON	810051	NC24
SAMPSON	810052	SR1311
SAMPSON	810053	SR1214



SAMPSON	810054	NC24
SAMPSON	810055	SR1227
SAMPSON	810056	NC24
SAMPSON	810057	SR1226
SAMPSON	810058	SR1007
SAMPSON	810059	US421
SAMPSON	810060	SR1007
SAMPSON	810062	US421
SAMPSON	810066	NC903
SAMPSON	810067	NC903
SAMPSON	810071	SR1200
SAMPSON	810072	SR1206 (CLOSED)
SAMPSON	810073	SR1207
SAMPSON	810077	SR1208
SAMPSON	810078	SR1208
SAMPSON	810080	SR1214
SAMPSON	810083	SR1309
SAMPSON	810084	SR1214
SAMPSON	810085	SR1214
SAMPSON	810090	SR1214
SAMPSON	810093	SR1240
SAMPSON	810098	SR1246
SAMPSON	810100	SR1246
SAMPSON	810101	SR1256
SAMPSON	810102	SR1233
SAMPSON	810103	SR1233
SAMPSON	810104	SR1233
SAMPSON	810105	SR1233
SAMPSON	810107	SR1311
SAMPSON	810112	SR1311
SAMPSON	810115	SR1233
SAMPSON	810119	SR1414
SAMPSON	810122	SR1414
SAMPSON	810123	SR1430
SAMPSON	810128	SR1446
SAMPSON	810129	SR1445
SAMPSON	810133	SR1002
SAMPSON	810135	SR1002
SAMPSON	810138	SR1919
SAMPSON	810139	SR1919
SAMPSON	810141	SR1919
SAMPSON	810143	SR1913
SAMPSON	810144	SR1320
SAMPSON	810148	SR1434
SAMPSON	810150	SR1006
SAMPSON	810152	SR1455
SAMPSON	810154	SR1456

SAMPSON	810159	SR1002
SAMPSON	810164	SR1005
SAMPSON	810167	SR1446
SAMPSON	810169	SR1620
SAMPSON	810177	SR1703
SAMPSON	810178	SR1804
SAMPSON	810181	SR1827
SAMPSON	810188	SR1817
SAMPSON	810189	SR1636
SAMPSON	810191	SR1845
SAMPSON	810193	SR1703
SAMPSON	810194	SR1746
SAMPSON	810195	SR1703
SAMPSON	810206	SR1005
SAMPSON	810213	SR1710
SAMPSON	810214	SR1706
SAMPSON	810224	SR1742
SAMPSON	810231	SR1740
SAMPSON	810233	SR1742
SAMPSON	810236	SR1721
SAMPSON	810238	SR1720
SAMPSON	810240	SR1725
SAMPSON	810247	SR1740
SAMPSON	810248	SR1904
SAMPSON	810250	SR1952
SAMPSON	810252	SR1905
SAMPSON	810253	SR1909
SAMPSON	810254	SR1909
SAMPSON	810263	SR1441
SAMPSON	810266	SR1460
SAMPSON	810271	SR1605
SAMPSON	810273	SR1800
SAMPSON	810282	SR1002
SAMPSON	810283	SR1608
SAMPSON	810288	SR1118
SAMPSON	810295	SR1949
SAMPSON	810296	SR1112
SAMPSON	810297	SR1113
SAMPSON	810316	SR1329
SAMPSON	810317	SR1329
SAMPSON	810325	SR1409
SAMPSON	810326	SR1409
SAMPSON	810327	SR1409
SAMPSON	810335	SR1211
SAMPSON	810348	SR1703
SAMPSON	810349	SR1456
SAMPSON	810354	SR1918

SAMPSON	810361	SR1647
SAMPSON	810369	SR1253
SAMPSON	810375	SR1811
SAMPSON	810376	SR1838
SAMPSON	810384	SR1475
SAMPSON	810385	SR1960
SAMPSON	810386	SR1111
SAMPSON	810391	NC403
SAMPSON	810392	SR1903
SAMPSON	810393	SR1904
SAMPSON	810395	US701
SAMPSON	810396	SR1845
SAMPSON	810397	NC55
SAMPSON	810398	US13
SAMPSON	810399	SR1703
SAMPSON	810400	SR1711
SAMPSON	810401	SR1722
SAMPSON	810402	SR1725
SAMPSON	810403	NC403
SAMPSON	810418	NC 24 W
SAMPSON	810419	NC 24E
SAMPSON	810431	NC24 E
SAMPSON	810432	NC 24 N
SAMPSON	810433	NC 24 W
SAMPSON	810434	NC 24 W
SAMPSON	810435	NC 24
SAMPSON	810436	NC 24 W
SAMPSON	810437	NC 24 E

**SUPPLEMENTAL SURVEYING:**

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

**Page 8-7, Article 801-3 MEASUREMENT AND PAYMENT**, lines 10-11, replace with the following:

*Supplemental Surveying Office Calculations* will be paid at the stated price of \$85.00 per hour. *Supplemental Field Surveying* will be paid at the stated price of \$145.00 per hour. The

**MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:**

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

**Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE**, line 35-38, delete and replace with the following:

When work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes that meets Table 1101-1.

<b>TABLE 1101-1 MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES</b>	
Posted Speed Limit (mph)	Distance (ft)
40 or less	≥ 18
45-50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and materials are protected by concrete barrier or guardrail, they shall be offset at least 5 feet from the barrier or guardrail.

**Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES**, line 40-41, delete and replace with the following:

Provide staging areas for personal vehicle parking in accordance with section 1101-8 or as directed by the Engineer before use.

**WORK ZONE INSTALLER:**

(7-20-21)

1101, 1150

SP11 R04

Provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control. If multiple temporary traffic control installations or removals are occurring simultaneously, then each shall have a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and

competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

A work zone supervisor, in accordance with Article 1101-13 of the *Standard Specifications*, may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way provided they are on site and directing the installation and removal of temporary traffic control.

All other individuals participating in the setup, installation, and removal of temporary traffic control within the highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control.

Provide the name and contact information of all qualified work zone installers to the Engineer prior to or at the preconstruction conference. Additionally, provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control are qualified flaggers that have been properly trained through an NCDOT approved training agency.

## **WORK ZONE TRAFFIC CONTROL** **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 for Roads and Structures, 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.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic 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.

**The Contractors attention is directed to the following:**

- 1. The Contractor shall not close more than one lane of traffic without prior approval of the engineer.**
- 2. Portable “Road Construction Ahead” signs may be used in lieu of post mounted signs, as directed by the engineer.**

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

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

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

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the Roadway Standard Drawings No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the Roadway Standard Drawings No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, Roadway Standard Drawings or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

**No direct payment shall be made for traffic control and work zone safety items, as they shall be considered incidental to other contract items.**

PROJECT SPECIAL PROVISIONS

**SWEEPING OPERATIONS**  
**STANDARD DRAWINGS**



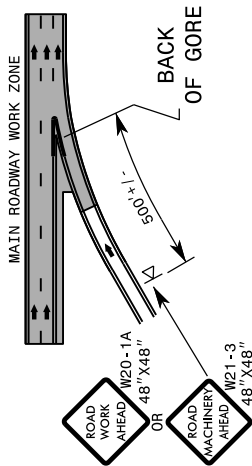
## GENERAL NOTES

- THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
  - TRUCK MOUNTED SIGNS
  - TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
  - GROUND MOUNTED ADVANCE WARNING SIGNS
  - GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII OR HIGHER SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- SIGNS ON VEHICLES SHOULD BE MOUNTED AT A MINIMUM OF FIVE (5) FEET FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHTBAR.
- GROUND MOUNTED ADVANCE WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.
- SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- WHEN TRAVELING FROM ONE SIDE OF A BRIDGE TO ANOTHER, BOTH SWEEPER VEHICLE AND TMA MUST WAIT FOR A BREAK IN TRAFFIC AND MOVE OUT INTO THE TRAVELWAY SIMULTANEOUSLY TO GET TO THE OTHER SIDE.

- TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD NOT EXCEED ONE (1) MILE IN LENGTH.
- STGN W21-5BL "LEFT SHOULDER CLOSED AHEAD" OR W21-5BR "RIGHT SHOULDER CLOSED AHEAD" SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE APPROPRIATELY IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- USE OF A LIGHT SYSTEM ON ALL VEHICLES IS REQUIRED (REFER TO ROADWAY STANDARD DRAWING 1165.01, SHEET 1 OF 1).
- USE "CAUTION SHOULDER WORK" SIGN ON REAR OF SWEEPER.
- IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND SWEEPER VEHICLE SHOULD NOT EXCEED FIVE (5) MILES AND SIGN W21-SSP SHOULD READ "SHOULDER WORK NEXT 5 MILES".

## LEGEND

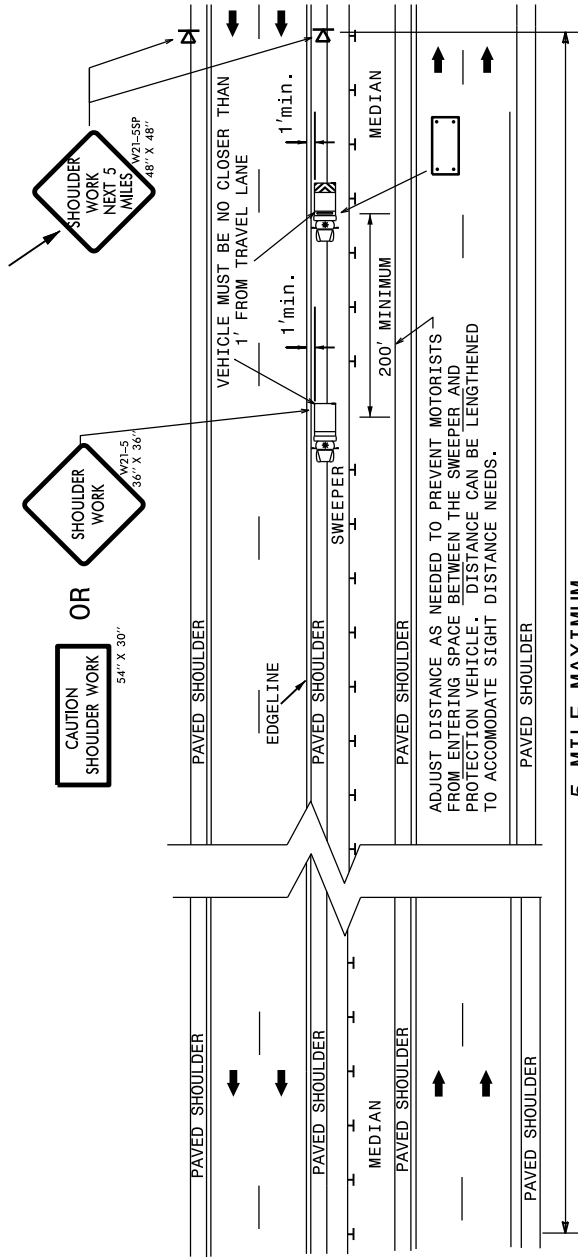
- PORTABLE SIGN, SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- SWEEPING VEHICLE
- PROTECTION (SHADOW) VEHICLE WITH TRUCK MOUNTED ATTENUATOR (TMA) TMA MUST BE NCHRP-350 TEST LEVEL 3 (60+MPH) APPROVED.
- FLASHING ARROW BOARD, TYPE "C" (96" X 48" MIN.), "CAUTION MODE"



## ENTRANCE RAMP

ADVANCE WARNING SIGNS SHOULD BE INSTALLED AT INTERSECTIONS PER DRAWING 4.

MAY BE SIGNS OR CMS AND EITHER GROUND MOUNTED OR TRUCK MOUNTED



5 MILE MAXIMUM

# SHOULDER SWEEPING OPERATION

## MULTILANE DIVIDED FACILITIES







LOCATION: TIRE OF SWEEPER VEHICLE & TMA NO CLOSER THAN ONE (1) FOOT FROM EDGE LINE (MEDIAN OR SHOULDER)

DRAWING 1 OF 4  
IMPLEMENTATION DATE: 11/05/01  
REVISED: 06/06/12

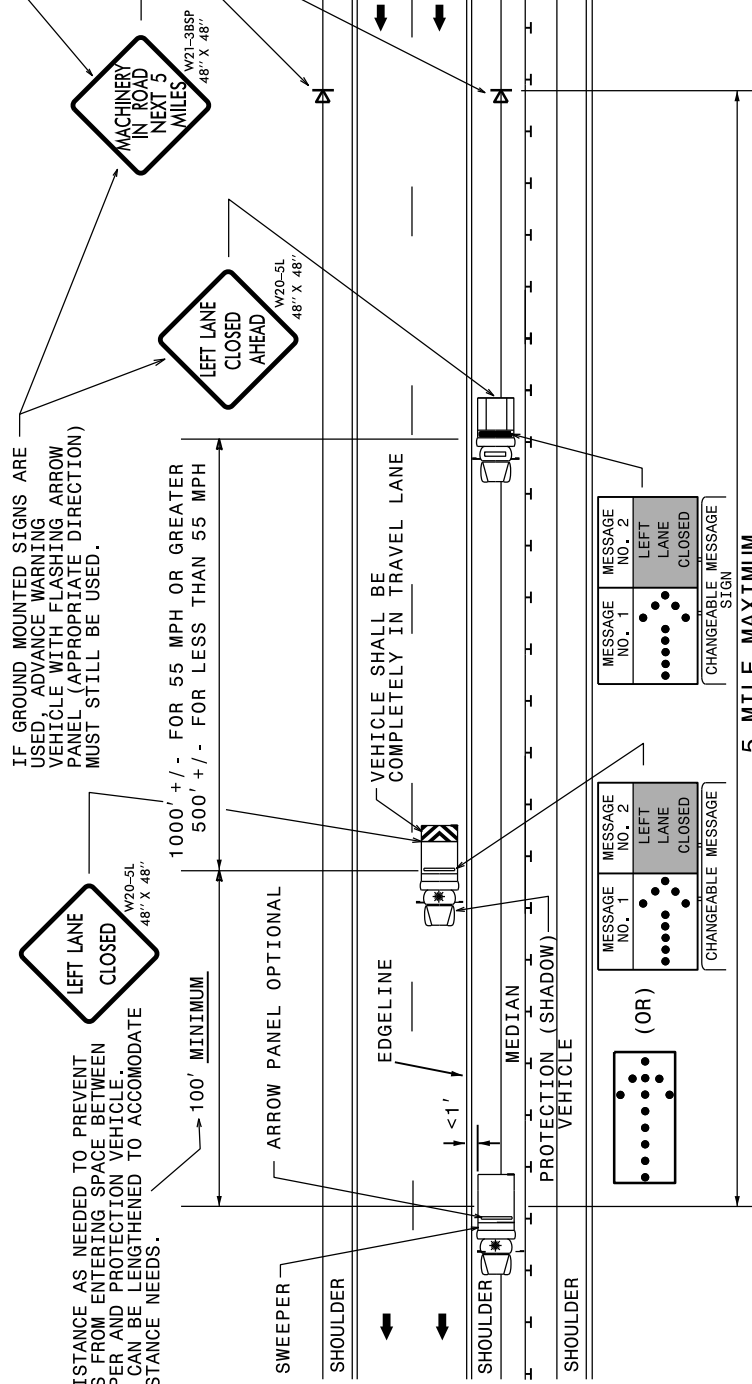
### GENERAL NOTES

- THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
  - TRUCK MOUNTED SIGNS
  - TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
  - GROUND MOUNTED ADVANCE WARNING SIGNS
  - GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII OR HIGHER SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHTBAR.
- GROUND MOUNTED ADVANCE WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.
- SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD NOT EXCEED ONE (1) MILE IN LENGTH.
- SIGN W20-5L "LEFT LANE CLOSED" SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE AND SIGN W20-5L "LEFT LANE CLOSED AHEAD" ON BACK OF ADVANCE WARNING VEHICLE IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- USE OF A LIGHT SYSTEM ON ALL VEHICLES IS REQUIRED (REFER TO ROADWAY STANDARD DRAWING 1165.01, SHEET 1 OF 1).
- USE OF CMS'S ARE REQUIRED WITH ADVANCE WARNING VEHICLES.
- IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND SWEEPER VEHICLE SHOULD NOT EXCEED FIVE (5) MILES AND SIGN W21-3BSP SHOULD READ "MACHINERY IN ROAD NEXT 5 MILES."

### LEGEND

-  PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
-  DIRECTION OF TRAFFIC FLOW
-  SWEEPING VEHICLE
-  PROTECTION (SHADOW) VEHICLE WITH TRUCK MOUNTED FLASHING ARROW BOARD (NCHRP-350 TEST LEVEL 3 APPROVED).
-  ADVANCE WARNING VEHICLE i.e. PICKUP TRUCK WITH MOUNTED SIGN
-  FLASHING ARROW BOARD, TYPE "C" (96" X 48" MIN., APPROPRIATE DIRECTION INDICATED)

MAY BE SIGNS OR CMS AND EITHER GROUND MOUNTED OR TRUCK MOUNTED



ADVANCE WARNING SIGNS SHOULD BE INSTALLED ALONG ENTRANCE RAMPS PER DRAWING 1 AND AT INTERSECTIONS PER DRAWING 4.

THE CARAVAN IS TO MOVE AT 3 MPH OR GREATER TO OBTAIN THE DESIRED LEVEL OF SAFETY FOR THE MOVING OPERATION. IF AT ANYTIME A VEHICLE STOPS DURING THE OPERATION, THE REMAINDER OF THE CARAVAN SHALL CONTINUE MOVING AND THE SWEEPING VEHICLE SHALL RESUME WORK OPERATIONS WITHIN 60 SECONDS. OTHERWISE, ALL VEHICLES ARE TO BE REMOVED FROM THE TRAVEL LANE AND THE OPERATION RESET.

# SHOULDER SWEEPING OPERATION

## MULTILANE DIVIDED FACILITIES IN AREAS WITH LIMITED SHOULDER AND GUARDRAIL

LOCATION: TIRE OF SWEEPER VEHICLE CLOSER THAN ONE (1) FOOT TO EDGE LINE (MEDIAN OR SHOULDER)

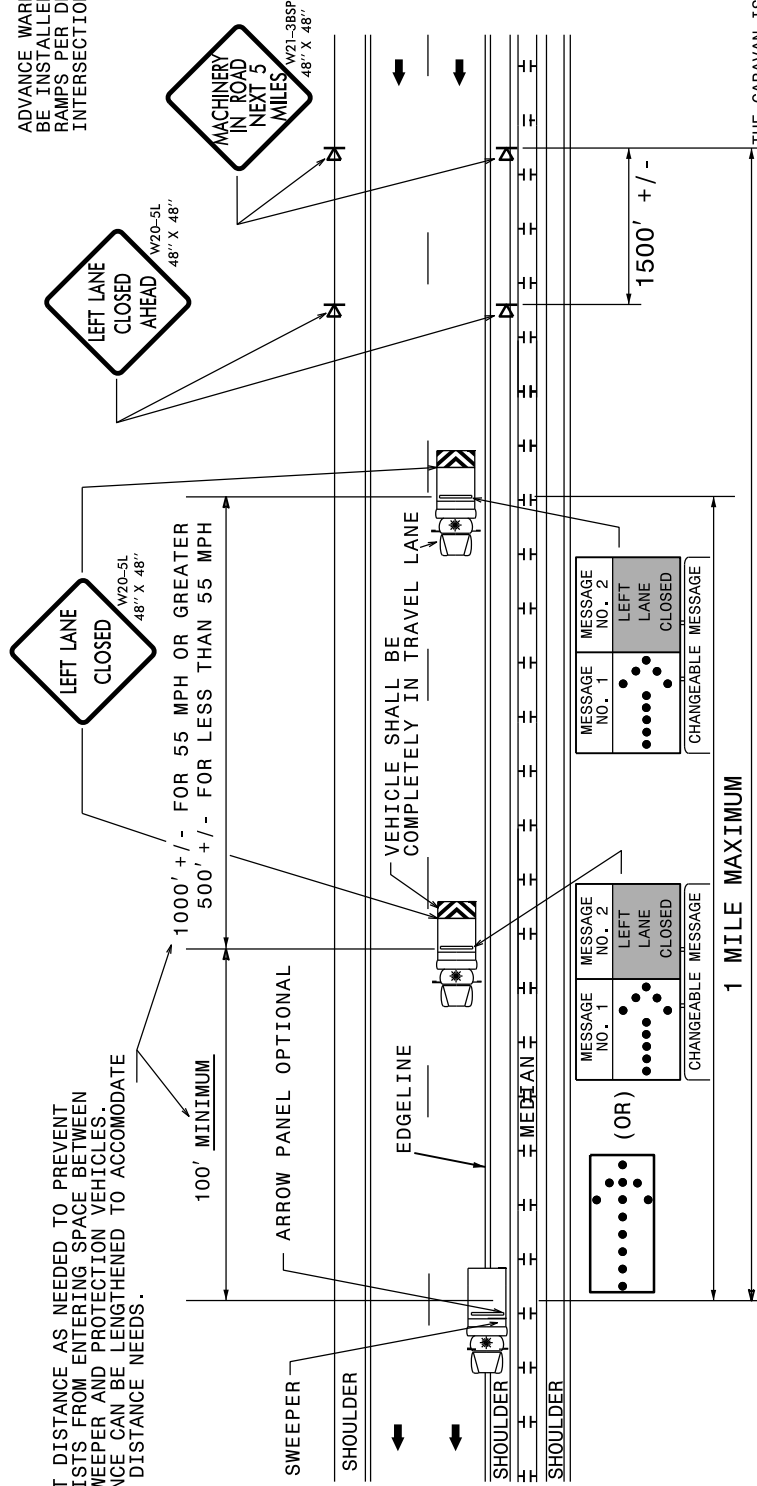
DRAWING 2 OF 4  
IMPLEMENTATION DATE: 11/05/01  
REVISED: 06/06/12

**GENERAL NOTES**

- THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
  - TRUCK MOUNTED SIGNS
  - TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
  - GROUND MOUNTED ADVANCE WARNING SIGNS
  - GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII OR HIGHER SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- SIGNS ON VEHICLES SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHTBAR.
- GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.
- SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD NOT EXCEED ONE (1) MILE IN LENGTH.
- SIGN W20-5L "LEFT LANE CLOSED" SHOULD BE PLACED ON BACK OF PROTECTION VEHICLES IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- USE OF A LIGHT SYSTEM ON ALL VEHICLES IS REQUIRED (REFER TO ROADWAY STANDARD DRAWING 1165.01, SHEET 1 OF 1).
- USE OF CMS'S ARE REQUIRED WITH ADVANCE WARNING VEHICLES.
- IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND SWEEPER VEHICLE SHOULD NOT EXCEED FIVE (5) MILES AND SIGN W21-3BSP SHOULD READ "MACHINERY IN ROAD NEXT 5 MILES".

**LEGEND**

- PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- SWEEPING VEHICLE
- PROTECTION VEHICLE WITH TRUCK THAT MUST BE NCHRP-350 AND NCDOT APPROVED.
- FLASHING ARROW BOARD, TYPE "C" (96" X 48" MIN.), APPROPRIATE DIRECTION INDICATED



ADVANCE WARNING SIGNS SHOULD BE INSTALLED ALONG ENTRANCE RAMP PER DRAWING 1 AND AT INTERSECTIONS PER DRAWING 4.

THE CARAVAN IS TO MOVE AT 3 MPH OR GREATER TO OBTAIN THE DESIRED LEVEL OF SAFETY FOR THE MOVING OPERATION. IF AT ANYTIME A VEHICLE STOPS DURING THE OPERATION, THE REMAINDER OF THE CARAVAN SHALL CONTINUE MOVING AND THE SWEEPING VEHICLE SHALL RESUME WORK OPERATIONS WITHIN 60 SECONDS. OTHERWISE, ALL VEHICLES ARE TO BE REMOVED FROM THE TRAVEL LANE AND THE OPERATION RESET.

# SHOULDER SWEEPING OPERATION

MULTILANE DIVIDED FACILITIES IN AREAS WITH SHOULDER WIDTHS THAT DO NOT ACCOMMODATE VEHICLES

LOCATION: SWEEPER VEHICLE IN TRAVEL LANE (MEDIAN OR SHOULDER)

**DRAWING 3 OF 4**  
 IMPLEMENTATION DATE: 11/05/01  
 REVISED: 06/06/12

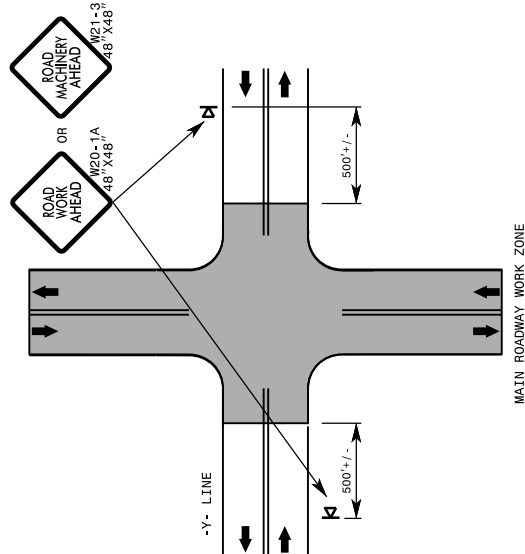
**GENERAL NOTES**

- 1- THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
  - A. TRUCK MOUNTED SIGNS
  - B. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS
  - D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- 2- ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII OR HIGHER SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- 3- SIGNS ON VEHICLES SHOULD BE MOUNTED AT A MINIMUM OF ONE (1) FOOT FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHTBAR.
- 4- GROUND MOUNTED ADVANCED WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF ONE (1) FOOT FROM THE GROUND TO BOTTOM OF SIGN.
- 5- SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.

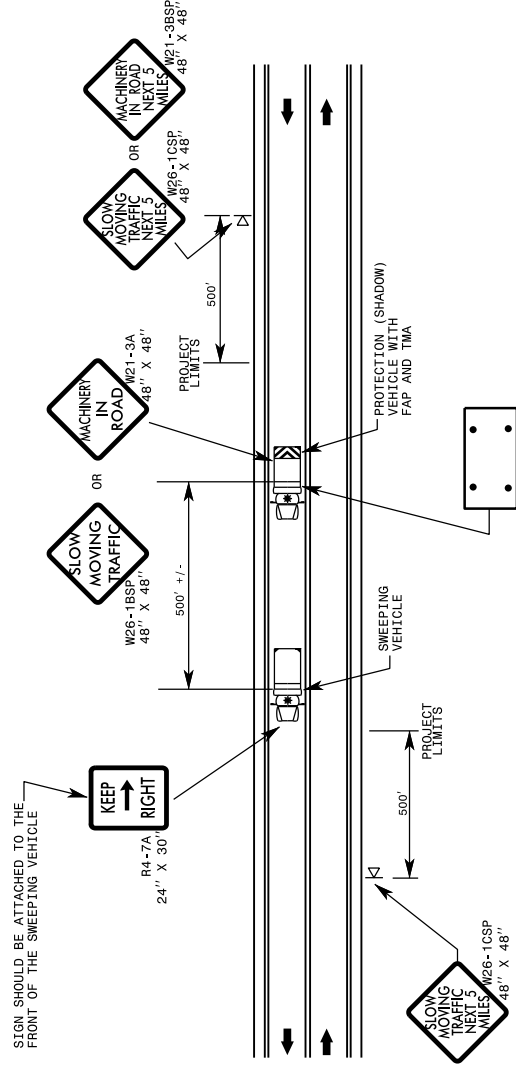
- 6- ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.
- 7- WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH. ROUND UP MILEAGE TO NEXT WHOLE MILE.
- 8- RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- 9- USE OF A LIGHT SYSTEM ON ALL VEHICLES IS REQUIRED (REFER TO ROADWAY STANDARD DRAWING 1165.01, SHEET 1 OF 1).
- 10- IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.

**LEGEND**

- PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
- DIRECTION OF TRAFFIC FLOW
- SWEEEPING VEHICLE
- PROTECTION VEHICLE WITH TRUCK MOUNTED ATTENUATOR (TMA). MUST BE 180-MPHY APPROVED.
- FLASHING ARROW BOARD, TYPE "C" (96" X 48" MIN.), "CAUTION MODE"



-Y- LINES



-L- LINES

# SHOULDER SWEEPING OPERATION

TWO-LANE TWO-WAY ROADWAYS

LOCATION: SWEEPER VEHICLE IN TRAVEL LANE (MEDIAN OR SHOULDER)

**STANDARD SPECIAL PROVISION**  
**AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(5-20-08)

Z-2

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

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

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

**STANDARD SPECIAL PROVISION****ERRATA**

(10-16-18) (Rev.1-18-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace article number “609-10” with “609-9”.

**Division 7**

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

**Page 7-28, Article 725-1 MEASUREMENT AND PAYMENT, line 10,** replace article number “725-1” with “725-3”.

**Division 10**

**Page 10-78, Article 1056-4 GEOTEXTILES, TABLE 1056-1, Permittivity, Type 2,** replace “Table 6<sup>D</sup>” with “Table 7<sup>D</sup>” and **Permittivity, Type 3<sup>B</sup>,** replace “Table 7<sup>D</sup>” with “Table 8<sup>D</sup>”.

**Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8,** replace article number “1080-9” with “1080-7”.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace article number “1080-83” with “1080-13”.

**Division 17**

**Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, lines 42-44,** replace the second sentence with the following:

An example is an installation of a single 1.25 inch HDPE conduit would be paid as:

Directional Drill (1)(1.25”) Linear Foot

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5,** replace article number “1540-4” with “1550-4”.

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11,** replace "*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*" with "*NCDOT Utilities Accommodations Manual*".

**STANDARD SPECIAL PROVISION****PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode, And Other Noxious Weeds)**

(3-18-03) (Rev. 5-21-19)

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

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



**STANDARD SPECIAL PROVISION****MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

**STANDARD SPECIAL PROVISION**

**TITLE VI AND NONDISCRIMINATION:**

(6-28-77)(Rev 6/19/2018)

Z-6

Revise the *2018 Standard Specifications* as follows:

Replace Article 103-4(B) with the following:

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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

**(e) Sanctions for Noncompliance:**

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

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

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

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

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

- (a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:
  - 1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
  - 2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
  - 3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source: "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
  - 4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.

5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. Applicability  
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
  2. Eligibility  
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
  3. Time Limits and Filing Options  
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
    - (i) The date of the alleged act of discrimination; or
    - (ii) The date when the person(s) became aware of the alleged discrimination; or
    - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
    - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
    - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
    - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
  4. Format for Complaints  
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
  5. Discrimination Complaint Form  
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.
  6. Complaint Basis

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

<b>TABLE 103-1 COMPLAINT BASIS</b>			
<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person’s accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

### (3) Pertinent Nondiscrimination Authorities

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

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
  - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;
  - (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
  - (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
  - (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).
- (4) **Additional Title VI Assurances**
- \*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*
- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)  
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

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

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

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

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

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

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



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

(10-16-07) (Rev. 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.

**ADDENDUM(S)**

ADDENDUM #1

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

**\*AWARD LIMITS ON MULTIPLE PROJECTS\***

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ \_\_\_\_\_, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\_\_\_\_\_  
(Project Number)

\_\_\_\_\_  
(County)

\*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

\_\_\_\_\_  
\*\*Signature of Authorized Person

\*\*Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**EXECUTION OF BID**

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

**CORPORATION**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

Attest \_\_\_\_\_ By \_\_\_\_\_  
Secretary/Assistant Secretary President/Vice President/Assistant Vice President  
(Select appropriate title) (Select appropriate title)

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

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

**CORPORATE SEAL**

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

**PARTNERSHIP**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of  
Partnership

---

Address as  
Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

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

**LIMITED LIABILITY COMPANY**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

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

\_\_\_\_\_  
Signature of Member/Manager/Authorized Agent  
*(Select appropriate Title)*

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

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



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

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
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

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

BY

\_\_\_\_\_  
Signature of Witness or Attest

\_\_\_\_\_  
Signature of Contractor

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

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

*If Corporation, affix Corporate Seal*

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_ Individual Name

Trading and Doing Business As

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

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

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

\_\_\_\_\_ Signature of Prequalified Bidder, Individual

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

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

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_   
 Print or Type Name

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

\_\_\_\_\_   
 Signature of Prequalified Bidder, Individually

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

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

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

## DEBARMENT CERTIFICATION

Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

Failure to submit a non-collusion 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.

---

**North Carolina Department of Transportation  
PURCHASE ORDER CONTRACT BID FORM**

**CONTRACT ID #: D3POC0139**

**WBS #'s: VARIOUS**

**BRIDGE SWEEPING – SBE throughout Division 3**

ITEM	DESC NO.	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	0000910000-N	SP	DEBRIS REMOVAL & SWEEPING	900	HR		

<b><i>TOTAL BID FOR PROJECT:</i></b> _____
--------------------------------------------

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

Contractors License Number \_\_\_\_\_

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

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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



**Point of Contact for Post-Bid Inquires (e.g., Letters of Intent, Insurance, Bonds, and Contract Execution)**

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

*This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2018.*

*Reviewed by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_

*Accepted by NCDOT* \_\_\_\_\_ *Date* \_\_\_\_\_