

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 6

PROPOSAL – REVISED 2-14-2023

DATE AND TIME OF BID OPENING: FEBRUARY 15, 2023 AT 2:00 PM
CONTRACT ID: DF00430
TIP NO.: -----
FEDERAL AID NO.: STATE FUNDED
WBS ELEMENT NO.: 2023CPT.06.09.10092.1, ETC.
ROUTE NO.: VARIOUS PRIMARY & SECONDARY ROUTES
LOCATION: VARIOUS
COUNTY: BLADEN, COLUMBUS, CUMBERLAND, HARNETT & ROBESON
TYPE OF WORK: PERMANENT RAISED PAVEMENT MARKER INSTALLATIONS
LENGTH OF PROJECT: 1530.91 MILES

NOTICE:

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

THIS IS A ROADWAY PROPOSAL.

NO BID BOND OR BID DEPOSIT REQUIRED.

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. DF00430 IN BLADEN, COLUMBUS, CUMBERLAND, HARNETT & ROBESON COUNTIES,
NORTH CAROLINA**

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **DF00430**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **DF00430** in **Bladen, Columbus, Cumberland, Harnett & Robeson 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.

For preparing and submitting the bid electronically, refer to Article 102-8(B) of the *2018 Standard Specifications*.

Bidders that bid electronically on Raleigh Central-Let projects will need a separate Digital Signature from the approved electronic bidding provider for Division Contracts.

ELECTRONIC ON-LINE BID:

1. Download entire proposal from Connect NCDOT website. Download the electronic submittal file from the approved electronic bidding provider website.
2. If the *Interested Parties List* provision SP01 G02 is part of the proposal prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Interested Parties List provision SP01 G02.
3. Prepare and submit the electronic submittal file using the approved electronic bidding provider software.
4. Electronic bidding software necessary for electronic bid preparation may be downloaded from the Connect NCDOT website at: <https://connect.ncdot.gov/letting/Pages/Electronic-Bidding.aspx> or from the approved electronic bidding provider website.

PROJECT SPECIAL PROVISIONS**GENERAL****CONTRACTOR PREQUALIFICATION:**

(10-18-22)

102

SP1 G01

Revise the *2018 Standard Specifications* as follows:

Page 1-10, Subarticle 102-2(A) Bidder Prequalification, lines 30-31, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the prospective bidder file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting.

Page 1-11, Subarticle 102-2(B) Purchase Order Bidder Prequalification, lines 16-18, delete and replace the first sentence with the following:

Prospective bidders shall obtain prequalification approval at least two business days prior to any letting in which they intend to submit a bid. It is recommended that the applicant file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given bid opening for their bid to be considered.

Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, lines 44-45, delete and replace the first sentence with the following:

The subcontractor shall file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before beginning work.

Page 1-12, Subarticle 102-2(E) Renewal and Requalification, lines 38-40, delete and replace the first sentence with the following:

It is recommended that the renewing or requalifying firm file all required statements and documents with the State Prequalifications Engineer no less than 4 weeks before a given letting for their bid to be considered.

INTERESTED PARTIES LIST:

(6-21-22)(Rev. 7-19-22)

102

SP1 G02

Revise the *2018 Standard Specifications* as follows:

Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS, lines 45-49, delete and replace with the following:

102-3 PROPOSALS AND INTERESTED PARTIES LIST

On Department projects advertised, the prospective bidder shall sign up on the *Interested Parties List* no later than one business day prior to the Letting day of that project, for which he intends to submit a bid. There is no cost for signing up on the *Interested Parties List* that can be found on the Department's website at connect.ncdot.gov/letting.

Page 1-12, Article 102-3 PROPOSALS AND PLAN HOLDER LISTS, lines 1-3, delete and replace the first sentence of the second paragraph with the following:

The proposal will state the location of the contemplated construction and show a schedule of contract items with the approximate quantity of each of these items for which bid prices are invited.

Page 1-14, Article 102-8 PREPARATION AND SUBMISSION OF BIDS, lines 30-31, delete and replace the first paragraph with the following:

Prior to submitting a bid on a project, the bidder shall sign up on the *Interested Parties List* in conformance with Article 102-3. The bidder shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted.

BIDS OVER LIMIT:

(08-01-16)

SPD 01-400

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

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)

SP1 G10 A

The date of availability for this contract **March 15, 2023**.

The completion date for this contract is **September 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 B

The Contractor shall not narrow or close a lane of traffic on **ANY MAP**, 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 **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Monday.
4. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 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 **8:30 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Monday.
8. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **8:30 a.m.** the following Tuesday after the week of Christmas Day.

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

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

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

The liquidated damages are **Two Hundred Fifty Dollars (\$ 250.00)** per hour.

CONTRACTORS LICENSE AND CERTIFICATION:

This type of construction and installation is considered specialty work, and defined as "Highway Road and Bridge Maintenance Activities" for NCDOT. Therefore, the requirement for a NC General Contractor's license is waived.

SITE INVESTIGATION AND REPRESENTATION:

(3-3-2014)

102-6

SPD 01-280

By signing the proposal documents, the Contractor acknowledges that:

- (A) He understands the nature of the work and general and local conditions, particularly those bearing on transportation;

- (B) He is familiar with the availability and cost of labor and materials;
- (C) He will to adhere to State regulations for safety and security of property, roads, and facilities;
- (D) He is able to prosecute the work in accordance with all applicable local, state and federal rules and regulations, and;
- (E) He has thoroughly investigated the project site(s).

Any failure on the part of the Contractor to acquaint himself with all available information shall not relieve him from the responsibility any aspect of the contracting process. No adjustment in contract time or contract prices will be made due to the Contractor's negligence in familiarizing himself with the contract or project site(s).

AUTHORITY OF THE ENGINEER:

(01-30-14)

105-1

SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

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

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods as may be required to complete the work described in the contract by the completion date and in accordance with the *2018 Standard Specifications*.

The Contractor's operations are restricted to daylight hours. No work may be performed on Sundays and legal State holidays, unless otherwise approved by the Engineer. Work shall only be performed when weather and visibility conditions allow safe operations.

RAILROAD GRADE CROSSING:

(7-1-95) (Rev. 10-20-20)

107-9

SP1 G17R

When the use of slow moving or stopped equipment is required over at-grade railroad crossings, the contractor shall contact the appropriate track owner to gain Right of Entry. The contractor shall be responsible for ascertaining and contacting the railroad track owner.

No separate payment will be made for conforming with the requirements of this Special Provision. Please contact Meredith McLamb, Surfaces and Encroachment manager with the Rail Division of the NCDOT with any questions pertaining to the Right of Entry. She can be contacted 919-707-4132.

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*).

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

(7-15-08) (Rev. 7-19-22)

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:

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2023	(7/01/22 - 6/30/23)	60% of Total Amount Bid
2024	(7/01/23 - 6/30/24)	40% of Total Amount Bid
2025	(7/01/24 - 6/30/25)	0% of Total Amount Bid
2026	(7/01/25 - 6/30/26)	0% of Total Amount Bid
2027	(7/01/26 - 6/30/27)	0% 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.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE (DIVISIONS):

(10-16-07)(Rev. 8-17-21)

102-15(J)

SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

Payment Tracking System - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.

<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.

<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBEIS%20Subcontractor%20Payment%20Information.pdf>

RF-1 MBE/WBE Replacement Request Form - Form for replacing a committed MBE or WBE.

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

SAF Subcontract Approval Form - Form required for approval to sublet the contract.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>

JC-1 Joint Check Notification Form - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf>

Letter of Intent - Form signed by the Contractor and the MBE/WBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed MBE/WBE for the estimated amount (based on quantities and unit prices) listed at the time of bid.

<http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf>

Listing of MBE and WBE Subcontractors Form - Form for entering MBE/WBE subcontractors on a project that will meet the Combined MBE/WBE goal. This form is for paper bids only.

[http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20\(State\).docx](http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/09%20MBE-WBE%20Subcontractors%20(State).docx)

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.

<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

Combined MBE/WBE Goal

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

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

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

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

(B) Women Business Enterprises **0.0** %

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

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

Directory of Transportation Firms (Directory)

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

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

Listing of MBE/WBE Subcontractors

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

(A) Electronic Bids

Bidders shall submit a listing of MBE and WBE participation in the appropriate section of the electronic submittal file.

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.

- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and 1 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are

reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

Non-Good Faith Appeal

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

Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**(A) Participation**

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

The Contractor may count toward its contract goal requirement only expenditures to MBEs and WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

- (1) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting the Combined MBE/WBE goal.

- (2) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The MBE may subcontract the work to another MBE firm, including an owner-operator who is certified as a MBE. The same holds true that a WBE may subcontract the work to another WBE firm, including an owner-operator who is certified as a WBE. When this occurs, the MBE or WBE who subcontracts work receives credit for the total value of the transportation services the subcontracted MBE or WBE provides on the contract. It should be noted that every effort shall be made by MBE and WBE contractors to subcontract to the same certification (i.e., MBEs to MBEs and WBEs to WBEs), in order to fulfill the participation breakdown. This, however, may not always be possible due to the limitation of firms in the area. If the MBE or WBE firm shows a good faith effort has been made to reach out to similarly certified transportation service providers and there is no interest or availability, and they can get assistance from other certified providers, the Engineer will not hold the prime responsible for meeting the individual MBE or WBE participation breakdown.
- (5) The MBE/WBE may also subcontract the work to a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who subcontracts the work to a non-MBE/WBE is entitled to credit for the total value of transportation services provided by the non-MBE/WBE subcontractor not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the MBE/WBE and the Contractor will not count towards the MBE/WBE contract requirement.
- (6) A MBE/WBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the MBE/WBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.
- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

MBE/WBE Replacement

When a Contractor has relied on a commitment to a MBE or WBE subcontractor (or an approved substitute MBE or WBE subcontractor) to meet all or part of a contract goal requirement, the contractor shall not terminate the MBE/WBE subcontractor for convenience. This includes, but is not limited to, instances in which the Contractor seeks to perform the work of the terminated subcontractor with another MBE/WBE subcontractor, a non-MBE/WBE subcontractor, or with the Contractor's own forces or those of an affiliate.

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

A committed MBE/WBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and/or substitution. For purposes of this section, good cause shall include the following circumstances:

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;
- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

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

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the

Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

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

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

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

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

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

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

At any time, the Engineer can request written verification of subcontractor payments. The Contractor shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

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

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.

SUBSURFACE INFORMATION:

(7-1-95)

450

SP1 G112 A

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

ELECTRONIC BIDDING:

(2-19-19)

101, 102, 103

SP1 G140

Revise the *2018 Standard Specifications* as follows:

Page 1-4, Article 101-3, DEFINITIONS, BID (OR PROPOSAL) *Electronic Bid*, line 1, replace “Bid Express®” with “the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B), Electronic Bids, lines 39-40, replace “to Bid Express®” with “via the approved electronic bidding provider”.

Page 1-15, Subarticle 102-8(B)(1), Electronic Bids, line 41, delete “from Bid Express®”

Page 1-17, Subarticle 102-9(C)(2), Electronic Bids, line 21, replace “Bid Express® miscellaneous folder within the .ebs” with “electronic submittal”.

Page 1-29, Subarticle 103-4(C)(2), Electronic Bids, line 32, replace “.ebs miscellaneous data file of Expedite” with “electronic submittal file”

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.

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

(12-21-21)

1101

SP11 R03

Revise the *Standard Specifications* as follows:

Page 11-2, Subarticle 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.

TABLE 1101-1	
MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES	
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, Subarticle 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.

SUPERVISION BY CONTRACTOR:

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

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

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

EQUIPMENT:

The Contractor shall furnish all equipment in good operating condition and shall be operated by properly trained and qualified personnel. The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the performance of this contract. Upon request, the contractor shall provide any and all state and federal certifications for equipment safety.

Payment for equipment and labor required to perform bid items is included in the bid item price provided by the contractor. Mobilization of labor and equipment shall be included in the bid item price provided by the contractor.

PRECONSTRUCTION CONFERENCE

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

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. 1-17-23)

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 Abbreviations, line 13, replace " American National Standards Institute, Inc." with "American National Standards Institute".

Page 1-1, Article 101-2 Abbreviations, line 32, replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

Page 1-16, Subarticle 102-9(A) General, line 26, replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4, replace "104-13(B)(2)" with "104-13(B)".

Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25, replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

Page 1-79, Article 109-1 MEASUREMENT AND PAYMENT, Test Method prior to line 34, replace "AASHTO M 32" with "AASHTO M 336".

Division 2

Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21, replace " NCGS §§ 130A-444 to -452" with "NCGS §§ 130A-444 to -453".

Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17, replace "the Sedimentation and Pollution Control Act" with "Article 107-12".

Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12, replace " Department's borrow and waste site reclamation procedures for contracted projects" with "Department's *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*".

Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27, delete "Department's Materials and Tests Unit."

Page 2-27, Article 240-4 MEASUREMENT AND PAYMENT, line 23, replace "Section 225" with "Article 225-7".

Page 2-30, Article 275-4 MEASUREMENT AND PAYMENT, line 33, replace "Section 815" with "Article 815-4".

Division 4

Page 4-18, Subarticle 411-5(C)(3) Coring, line 11, replace "in accordance with ASTM D5079" with "with methods acceptable to the Engineer".

Page 4-50, Article 430-2 MATERIALS, prior to line 15, replace Section "1080-9" with "1080-7".

Page 4-53, Article 440-2 MATERIALS, prior to line 6, replace Section “1080-9” with “1080-7”.

Page 4-58, Article 442-2 MATERIALS, prior to line 15, replace Section “1080-6” with “1080-12”.

Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36, replace Article “1080-6” with “1080-12”.

Page 4-76, Article 454-2 MATERIALS, prior to line 24, replace Section “815-2” with “1044”.

Page 4-79, Article 455-2 MATERIALS, prior to line 21, replace Section “815” with “1044”.

Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26, replace “AASHTO LRFD specifications” with “*AASHTO LRFD Bridge Design Specifications*”.

Page 4-84, Article 458-5 MEASUREMENT AND PAYMENT, line 31, replace article number “454-1” with “458-1”.

Division 6

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

Page 6-10, Subarticle 609-6(C) Control Charts, line 17, replace Section number “7021” with “7.20.1”.

Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31, replace Section number “7.60” with “7.6”.

Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31, replace Table number “610-7” with “610-8”.

Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32, replace Table number “610-8” with “610-9”.

Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32, replace Table number “610-6” with “610-7”.

Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10, replace Section number “9.5(E)” with “9.5.1(E)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40, replace Subarticle number “660-8(A)” with “660-8(C)”.

Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42, replace Subarticle number “660-8(C)” with “660-8(A)”.

Division 7

Page 7-11, Subarticle 700-15(E) Compressive Strength, line 5, replace “AASHTO T 23” with “AASHTO R 100”.

Page 7-24, Article 723-4 Very High Early Strength Concrete for Concrete Pavement Repair, line 4, replace “AASHTO T126” with “AASHTO R 39”.

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 34, replace "Section 225" with "Article 225-7".

Page 7-24, Article 723-5 MEASUREMENT AND PAYMENT, line 36, replace "Section 270" with "Article 270-4".

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 8

Page 8-11, Article 815-1 MATERIALS, after line 35, replace "1080-12" with "1080-10".

Page 8-13, Article 816-1 MATERIALS, after line 28, replace "1080-12" with "1080-10".

Page 8-17, Article 825-1 Description, line 5, delete "853" and "855".

Division 10

Page 10-2, Subarticle 1000-3(B) Air Entrainment, line 33, replace "Chase" with "Chace".

Page 10-4, Subarticle 1000-4(A) Composition and Design, after line 17, replace "T23" with "R100".

Page 10-4, Subarticle 1000-4(B) Air Entrainment, line 31 and 33, replace "Chase" with "Chace".

Page 10-4, Subarticle 1000-4(C) Strength of Concrete, line 39 and 41, replace "T 23" with "R 100".

Page 10-15, Subarticle 1000-11(B) Mixing Time for Central Mixed Concrete, after line 35, replace "T 23" with "R 100".

Page 10-22, Article 1003-3 COMPOSITION AND DESIGN, line 9, replace "Engineer" with "engineer".

Page 10-23, Article 1003-4 GROUT REQUIREMENTS, line 16 and 18, replace "T 23" with "R 100".

Page 10-26, Article 1005-4 TESTING, after line 26, replace "1014-2€(6)" with "1014-2€(6)" in C. of Table 1005-1 footnote.

Page 10-36, Subarticle 1012-2(E) Toughness (Resistance to Abrasion), line 31, replace "course" with "coarse".

Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4, replace Table number "1012-8" with "1012-5".

Page 10-60, Subarticle 1032-6(F) Joint Materials, line 15, replace "AASHTO M 198" with "ASTM C990" and delete "Type B".

Page 10-61, Article 1034-3 CONCRETE SEWER PIPE, line 33, replace "AASHTO M 198" with "ASTM C990" and delete "Type A or B".

Page 10-64, Article 1040-1 BRICK, line 12, replace "ASTM C62" with "ASTM C62 or ASTM C216".

Page 10-69, Subarticle 1046-3(D) Offset Blocks, before line 1, replace “WIRE DIAMETER” with “COMPOSITE OFFSET BLOCKS” as the title of Table 1046-1.

Page 10-83, Article 1060-9 WATER, line 9, replace “15 NCAC 2B.0200” with “15A NCAC 02B.0200”.

Page 10-92, Subarticle 1072-5(A) General, after line 30, replace “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS” with “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS TO INCLUDE DIRECT TENSION INDICATORS” as the title of Table 1072-1.

Page 10-95, Subarticle 1072-5(D)(7)(a) Mill Test Report(s), line 18, replace title with “Mill Test Report(s) (MTR)”.

Page 10-95, Subarticle 1072-5(D)(7)(b) Manufacturer Certified Test Report(s), line 24, replace title with “Manufacturer Certified Test Report(s) (MCTR)”.

Page 10-96, Subarticle 1072-5(D)(7)(c) Distributor Certified Test Report(s), line 1, replace title with “Distributor Certified Test Report(s) (DCTR)”.

Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11, replace “Article 1080-9” with “Article 1080-7”.

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

Page 10-125, Subarticle 1077-5(B) Testing, line 31, replace “T 23” with “R 100”.

Page 10-136, Subarticle 1077-5(J)(2) Mixing Time for Central Mixed Concrete, after line 17, replace “T23” with “R100”.

Page 10-153, Subarticle 1079-1 PREFORMED BEARING PADS, line 8, replace “MIL-C882-D” with “MIL-C-882-E”.

Page 10-154, Subarticle 1079-2(A) General, line 6, delete “and 1079-2(E)”.

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”.

Page 10-200, Subarticle 1090-1(C) Anchor Bolts, line 38, replace ASTM number “A325” with “F3125”.

Page 10-202, Subarticle 1091-3(F) Solid Wall HDPE Conduit, line 5, replace “, Table 1091-1, 1091-2 and 1091-3” with “and Table 1091-1”.

Page 10-209, Subarticle 1094-1(D) Steel Square Tube Posts, line 10, replace ASTM number “A123” with “A653”.

Page 10-224, Subarticle 1098-14(H)(1) Type I – Pedestrian Pushbutton Post, line 3, replace ASTM number “325” with “F3125”.

Page 10-224, Article 1098-16 CABINET BASE ADAPTER/EXTENDER, line 33, replace Section number “6.7” with “6.8”.

Division 14

Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36, replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.

Page 14-22, Article 1412-2 MATERIALS, line 29, replace UL Standard “1572” with “1598”.

Division 15

Page 15-6, Subarticle 1510-3(B) Testing and Sterilization, line 40, replace Section number “4.4.3” with “4.4”.

Page 15-14, Article 1525-2 MATERIALS, line 9, replace “AASHTO M 198” with “ASTM C990”.

Page 15-14, Article 1525-2 MATERIALS, lines 17-18, delete “in the Grout Production and Delivery provision”.

Page 15-19, Article 1550-2 MATERIALS, line 16, replace “*AASHTO LRFD Bridge Design Specifications*” with “*AASHTO LRFD Bridge Construction Specifications*”.

Division 16

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 7, replace "Section 225" with "Article 225-7".

Page 16-9, Article 1630-3 MEASUREMENT AND PAYMENT, line 8, replace "Section 230" with "Article 230-5".

Page 16-16, Article 1637-5 MEASUREMENT AND PAYMENT, line 17, replace "Section 310" with "Article 310-6".

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

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

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

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract

entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT’s External Discrimination Complaints Process.
1. Applicability

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

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

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

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

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

 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010

- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

TABLE 103-1 COMPLAINT BASIS			
Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990

<p>Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i></p>	<p>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. 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.</p>	<p>Muslim, Christian, Sikh, Hindu, etc.</p>	<p>Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)</p>
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(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:

- 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.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 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.

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

1. Contract payment and performance bonds are not required for this contract.
2. This type of construction and installation is considered specialty work, and defined as “Highway Road and Bridge Maintenance Activities” for NCDOT. Therefore, the requirement for a NC General Contractor’s license is waived.
3. Operate equipment and conduct operations in the same direction as the flow of traffic.

INTERPRETATION OF QUANTITIES IN BID FORM

The quantities appearing in the bid form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

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.

NOTIFICATION OF OPERATIONS:

The Contractor shall notify the Engineer two (2) days in advance of beginning work on the project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. The Contractor shall comply with all applicable local ordinances and regulations prior to beginning work. He shall obtain all permits and licenses required by State and local agencies having jurisdiction in his area of work.

AVAILABILITY OF MAPS:

The Contractor should be aware that some of the maps included in this contract may not be ready for treatment by the date of availability and **may be deleted altogether from the contract.** The Contractor shall not be entitled to any modification of contract terms should any of the maps included in this contract be deleted.

PERMANENT RAISED PAVEMENT MARKERS:

The Contractor shall furnish, install and maintain permanent raised pavement markers in accordance with the *2018 Roadway Standard Drawings* and Sections 1250 through 1253 of the *2018 Standard Specifications*.

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

Payment will be made under:

Pay Item	Pay Unit
Permanent Raised Pavement Markers	Each

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. 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.

PAVEMENT REPAIRS

Any pavement repairs required by work under this contract will be performed by North Carolina Department of Transportation forces.

AWARD OF CONTRACT

The basis for award of this contract will be determined by multiplying the unit bid prices by the quantities given and comparing the total amount bid for all the items.

The quantities listed are for bidding purposes only. The actual quantities will be determined by the Engineer.

SITE CLEAN-UP:

The Contractor shall clean the site of debris that results from the installation of pavement markers. At the end of each workday, the site shall be cleaned and cleared. The Contractor will haul away any waste material to an approved public landfill.

SUMMARY OF QUANTITIES:

A summary of the quantities estimated for this contract is shown in the table below. The work shall be done in the order as shown in the table, beginning with Map 1, and progressing through the end provided seal treatment quantity and/or money is still available, unless directed otherwise by Engineer.

Map	WBS	County	Route	From	To	Length	Qty	Qty
						(MI.)	Y/Y	C/R
1	2023CPT.06.09.10092.1	Bladen	NC 210	US 701	NC 53	24.608	1,624	0
			2023CPT.06.09.10092.1	SUBTOTAL		24.608	1,624	0
2	2023CPT.06.09.20092.1	Bladen	SR 1001	NC 211	COLUMBUS CO	1.857	123	0
3	2023CPT.06.09.20092.1	Bladen	SR 1002	NC 210	NC 242	8.150	538	0
4	2023CPT.06.09.20092.1	Bladen	SR 1003	COLUMBUS CO	NC 410	17.305	1,142	0
5	2023CPT.06.09.20092.1	Bladen	SR 1005	ROBESON CO	NC 87	3.576	236	0
6	2023CPT.06.09.20092.1	Bladen	SR 1100	SR 1003	NC 211 BUS	11.600	766	0
7	2023CPT.06.09.20092.1	Bladen	SR 1132	NC 211 BUS	SR 1100	1.430	94	0
8	2023CPT.06.09.20092.1	Bladen	SR 1138	SR 1139	NC 211	0.840	55	0
9	2023CPT.06.09.20092.1	Bladen	SR 1139	SR 1003	US 701	3.775	249	0
10	2023CPT.06.09.20092.1	Bladen	SR 1145	NC 87	NC 87 BUS	2.082	137	0
11	2023CPT.06.09.20092.1	Bladen	SR 1155	NC 87 BUS	NC 87	1.630	108	0
12	2023CPT.06.09.20092.1	Bladen	SR 1301	ROBESON CO	SR 1300	0.470	31	0
13	2023CPT.06.09.20092.1	Bladen	SR 1318	NC 53	SR 1316	4.622	305	0
14	2023CPT.06.09.20092.1	Bladen	SR 1325	NC 53	NC 242	7.440	491	0
15	2023CPT.06.09.20092.1	Bladen	SR 1336	NC 87	NC 41	6.239	412	0
16	2023CPT.06.09.20092.1	Bladen	SR 1339	SR 1336	NC 87	2.698	178	0
17	2023CPT.06.09.20092.1	Bladen	SR 1515	US 701	NC 53	2.758	182	20
18	2023CPT.06.09.20092.1	Bladen	SR 1516	SR 1515	NC 41	0.130	9	0
19	2023CPT.06.09.20092.1	Bladen	SR 1528	NC 210	SAMPSON CO	1.476	97	0
20	2023CPT.06.09.20092.1	Bladen	SR 1539	NC 11	NC 53	5.690	376	0
21	2023CPT.06.09.20092.1	Bladen	SR 1710	NC 211	SR 1700	6.364	420	0
22	2023CPT.06.09.20092.1	Bladen	SR 1806	NC 87	US 701	1.566	103	22
			2023CPT.06.09.20092.1	SUBTOTAL		91.698	6,052	42
23	2023CPT.06.09.20242.1	Columbus	SR 1001	NC 130	US 74	10.697	706	0
24	2023CPT.06.09.20242.1	Columbus	SR 1002	US 701	ROBESON CO	11.493	759	0
25	2023CPT.06.09.20242.1	Columbus	SR 1004	NC 904	US 701	17.489	1,154	0
26	2023CPT.06.09.20242.1	Columbus	SR 1005	SR 1125	US 701	25.647	1,693	10
27	2023CPT.06.09.20242.1	Columbus	SR 1006	NC 130	NC 904	16.685	1,101	0
28	2023CPT.06.09.20242.1	Columbus	SR 1108	NC 905	NC 904	4.010	265	0
29	2023CPT.06.09.20242.1	Columbus	SR 1125	SC LINE	SR 1119	0.823	54	0
30	2023CPT.06.09.20242.1	Columbus	SR 1150	SR 1117	US 701	4.090	270	0
31	2023CPT.06.09.20242.1	Columbus	SR 1154	SR 1005	US 701	2.090	138	0
32	2023CPT.06.09.20242.1	Columbus	SR 1157	SR 1166	US 701	5.780	381	0
33	2023CPT.06.09.20242.1	Columbus	SR 1159	SR 1212	SR 1157	5.060	334	0
34	2023CPT.06.09.20242.1	Columbus	SR 1162	SR 1157	SR 1166	2.520	166	0

35	2023CPT.06.09.20242.1	Columbus	SR 1166	NC 130	US 701	5.680	375	0
36	2023CPT.06.09.20242.1	Columbus	SR 1170	US 701	NC 130	2.510	166	0
37	2023CPT.06.09.20242.1	Columbus	SR 1171	SR 1166	NC 130	2.150	142	0
38	2023CPT.06.09.20242.1	Columbus	SR 1300	SR 1004	SR 1414	3.830	253	0
39	2023CPT.06.09.20242.1	Columbus	SR 1305	US 701 B	NC 904	0.592	39	0
40	2023CPT.06.09.20242.1	Columbus	SR 1308	US 701	SR 1314	3.810	251	0
41	2023CPT.06.09.20242.1	Columbus	SR 1310	SR 1300	SR 1308	0.740	49	0
42	2023CPT.06.09.20242.1	Columbus	SR 1317	SR 1314	NC 410	9.317	615	0
43	2023CPT.06.09.20242.1	Columbus	SR 1323	US 701	SR 1324	1.720	114	7
44	2023CPT.06.09.20242.1	Columbus	SR 1324	US 701	NC 410	4.167	275	0
45	2023CPT.06.09.20242.1	Columbus	SR 1335	SR 1004	SR 1005	2.010	133	0
46	2023CPT.06.09.20242.1	Columbus	SR 1336	SR 1004	SR 1005	2.960	195	0
47	2023CPT.06.09.20242.1	Columbus	SR 1352	SR 1403	NC 904	6.740	445	0
48	2023CPT.06.09.20242.1	Columbus	SR 1356	NC 904	US 76	4.140	273	0
49	2023CPT.06.09.20242.1	Columbus	SR 1407	SR 1408	US 76	0.420	28	0
50	2023CPT.06.09.20242.1	Columbus	SR 1409	SR 1408	US 76	0.510	34	0
51	2023CPT.06.09.20242.1	Columbus	SR 1410	SR1408	SR 1004	4.110	271	0
52	2023CPT.06.09.20242.1	Columbus	SR 1414	US 76	NC 410	5.017	331	0
53	2023CPT.06.09.20242.1	Columbus	SR 1422	SR 1300	SR 1414	2.150	142	0
54	2023CPT.06.09.20242.1	Columbus	SR 1428	SR 1429	SR 1335	4.060	268	0
55	2023CPT.06.09.20242.1	Columbus	SR 1429	SR 1317	US 701	5.160	341	65
56	2023CPT.06.09.20242.1	Columbus	SR 1432	US 701	PVMT CHG	0.306	20	45
57	2023CPT.06.09.20242.1	Columbus	SR 1433	US 701	SR 1432	0.460	30	0
58	2023CPT.06.09.20242.1	Columbus	SR 1436	NC 130	SR 1437	3.005	198	0
59	2023CPT.06.09.20242.1	Columbus	SR 1437	SR 1429	US 701	3.596	237	10
60	2023CPT.06.09.20242.1	Columbus	SR 1439	SR 1437	NC 130	1.012	67	0
61	2023CPT.06.09.20242.1	Columbus	SR 1443	US 76	SR 1414	0.820	54	20
62	2023CPT.06.09.20242.1	Columbus	SR 1459	SR 1429	SR 1436	0.780	51	0
63	2023CPT.06.09.20242.1	Columbus	SR 1503	SR 1504	SR 1501	2.090	138	0
64	2023CPT.06.09.20242.1	Columbus	SR 1504	SR 1506	US 76	6.694	442	20
65	2023CPT.06.09.20242.1	Columbus	SR 1506	NC 242	SR 1504	7.331	484	0
66	2023CPT.06.09.20242.1	Columbus	SR 1534	SR 1003	SR 1005	3.680	243	0
67	2023CPT.06.09.20242.1	Columbus	SR 1546	US 701	SR 1005	1.740	115	0
68	2023CPT.06.09.20242.1	Columbus	SR 1550	US 701	SR 1549	1.671	110	0
69	2023CPT.06.09.20242.1	Columbus	SR 1574	DEAD END	NC 410	11.362	750	0
70	2023CPT.06.09.20242.1	Columbus	SR 1585	US 74 BUS	SR 1002	4.201	277	25
71	2023CPT.06.09.20242.1	Columbus	SR 1706	US 74 BUS	US 701 BUS	1.230	81	8
72	2023CPT.06.09.20242.1	Columbus	SR 1730	SR 1001	BLADEN CO	6.580	434	0
73	2023CPT.06.09.20242.1	Columbus	SR 1735	US 74	NC 214	0.520	34	0
74	2023CPT.06.09.20242.1	Columbus	SR 1740	NC 87	SR 1757	19.354	1,277	24
75	2023CPT.06.09.20242.1	Columbus	SR 1757	NC 214	NC 214	3.508	232	0
76	2023CPT.06.09.20242.1	Columbus	SR 1817	NC 87	END MAINT	0.350	23	20
77	2023CPT.06.09.20242.1	Columbus	SR 1818	SR 1820	BRUNSWK CO	2.370	156	0
78	2023CPT.06.09.20242.1	Columbus	SR 1820	BRUNSWK CO	SR 1878	1.188	78	0
79	2023CPT.06.09.20242.1	Columbus	SR 1821	US 74	NC 87	0.531	35	0

80	2023CPT.06.09.20242.1	Columbus	SR 1843	SR 1849	US 74	6.564	433	0
81	2023CPT.06.09.20242.1	Columbus	SR 1846	SR 1740	SR 1845	1.761	116	0
82	2023CPT.06.09.20242.1	Columbus	SR 1849	US 74	BRUNSWK CO	6.180	408	0
83	2023CPT.06.09.20242.1	Columbus	SR 1870	US 74	SR 1820	1.040	69	0
84	2023CPT.06.09.20242.1	Columbus	SR 1878	NC 87	US 74	1.944	128	26
85	2023CPT.06.09.20242.1	Columbus	SR 1916	US 74 BUS	US 701 BUS	1.500	99	25
86	2023CPT.06.09.20242.1	Columbus	SR 1920	US 701 BUS	SR 1951	1.780	117	0
87	2023CPT.06.09.20242.1	Columbus	SR 1928	NC 130	BRUNSWK CO	4.806	317	0
88	2023CPT.06.09.20242.1	Columbus	SR 1932	SR 1946	SR 1933	3.501	231	0
89	2023CPT.06.09.20242.1	Columbus	SR 1953	US 701 BUS	FULLER ST	1.960	129	6
90	2023CPT.06.09.20242.1	Columbus	SR 1972	SR 1001	NC 130	1.720	114	0
			2023CPT.06.09.20242.1	SUBTOTAL		295.312	19,488	311
91	2023CPT.06.09.20262.1	Cumberland	SR 1002	NC 53	BLADEN CO	8.676	573	0
92	2023CPT.06.09.20262.1	Cumberland	SR 1003	SR 1007	HOKE CO	8.823	582	1,420
93	2023CPT.06.09.20262.1	Cumberland	SR 1005	US 301	SAMPSON CO	7.118	470	0
94	2023CPT.06.09.20262.1	Cumberland	SR 1007	SR 2337	BASE ENT	11.499	1,176	3,326
95	2023CPT.06.09.20262.1	Cumberland	SR 1102	HOKE CO	SR 3569	2.016	133	110
96	2023CPT.06.09.20262.1	Cumberland	SR 1104	US 401	SR 1112	4.698	310	140
97	2023CPT.06.09.20262.1	Cumberland	SR 1105	SR 1104	US 401	1.640	108	35
98	2023CPT.06.09.20262.1	Cumberland	SR 1108	HOKE CO	SR 1107	3.876	256	165
99	2023CPT.06.09.20262.1	Cumberland	SR 1112	NC 59	HOKE CO	6.492	428	215
100	2023CPT.06.09.20262.1	Cumberland	SR 1113	SR 1003	END PVMT	1.510	100	12
101	2023CPT.06.09.20262.1	Cumberland	SR 1115	NC 59	SR 1116	3.527	233	90
102	2023CPT.06.09.20262.1	Cumberland	SR 1116	SR 1117	SR 1288	1.190	79	0
103	2023CPT.06.09.20262.1	Cumberland	SR 1117	SR 1118	ROBESON CO	1.528	101	0
104	2023CPT.06.09.20262.1	Cumberland	SR 1118	NC 59	ROBESON CO	3.239	214	0
105	2023CPT.06.09.20262.1	Cumberland	SR 1119	SR 1117	SR 1118	2.481	164	0
106	2023CPT.06.09.20262.1	Cumberland	SR 1121	SR 1118	US 301	1.280	84	0
107	2023CPT.06.09.20262.1	Cumberland	SR 1122	SR 1118	SR 2285	1.030	68	0
108	2023CPT.06.09.20262.1	Cumberland	SR 1132	SR 1141	SR 1131	4.555	301	1,050
109	2023CPT.06.09.20262.1	Cumberland	SR 1137	SR 1003	SR 1135	1.610	100	55
110	2023CPT.06.09.20262.1	Cumberland	SR 1141	NC 162	SR 2311	6.321	417	700
111	2023CPT.06.09.20262.1	Cumberland	SR 1149	SR 1141	SR 1007	1.072	71	75
112	2023CPT.06.09.20262.1	Cumberland	SR 1219	SR 1141	US 401 BUS	2.200	145	110
113	2023CPT.06.09.20262.1	Cumberland	SR 1288	SR 1116	END MAINT	1.817	120	0
114	2023CPT.06.09.20262.1	Cumberland	SR 1344	SR 1141	I-95 BUS	2.090	138	590
115	2023CPT.06.09.20262.1	Cumberland	SR 1400	US 401	SR 1404	9.392	913	3,740
116	2023CPT.06.09.20262.1	Cumberland	SR 1403	SR 3569	FORT BRAGG	5.363	354	870
117	2023CPT.06.09.20262.1	Cumberland	SR 1404	US 401 BUS	END MAINT	7.403	489	1,625
118	2023CPT.06.09.20262.1	Cumberland	SR 1409	SR 1400	US 401	1.620	107	150
119	2023CPT.06.09.20262.1	Cumberland	SR 1411	SR 1410	US 401	1.201	79	135
120	2023CPT.06.09.20262.1	Cumberland	SR 1415	US 401	FORT BRAGG	2.979	197	625
121	2023CPT.06.09.20262.1	Cumberland	SR 1437	SR 1408	NC 210	3.757	248	710
122	2023CPT.06.09.20262.1	Cumberland	SR 1451	NC 210	END MAINT	4.454	294	63

123	2023CPT.06.09.20262.1	Cumberland	SR 1601	NC 210	NC 24	1.079	71	18
124	2023CPT.06.09.20262.1	Cumberland	SR 1605	SR 1600	SR 1606	2.680	177	0
125	2023CPT.06.09.20262.1	Cumberland	SR 1606	SR 1607	SR 1607	4.310	284	20
126	2023CPT.06.09.20262.1	Cumberland	SR 1607	US 401	HARNETT CO	2.621	173	0
127	2023CPT.06.09.20262.1	Cumberland	SR 1608	US 401	SR 1609	1.820	120	0
128	2023CPT.06.09.20262.1	Cumberland	SR 1609	HARNETT CO	SR 1703	12.349	815	0
129	2023CPT.06.09.20262.1	Cumberland	SR 1611	SR 1694	US 401	2.900	191	250
130	2023CPT.06.09.20262.1	Cumberland	SR 1615	US 401	US 401 N	3.994	264	300
131	2023CPT.06.09.20262.1	Cumberland	SR 1704	US 401	SR 1609	2.409	159	0
132	2023CPT.06.09.20262.1	Cumberland	SR 1714	SR 1728	US 301	13.188	870	20
133	2023CPT.06.09.20262.1	Cumberland	SR 1722	SR 1725	US 301	1.990	131	0
134	2023CPT.06.09.20262.1	Cumberland	SR 1725	SR 1838	SR 1722	3.085	204	0
135	2023CPT.06.09.20262.1	Cumberland	SR 1728	US 301	I-95 BUS	4.654	307	0
136	2023CPT.06.09.20262.1	Cumberland	SR 1815	US 301	SR 1818	3.384	223	0
137	2023CPT.06.09.20262.1	Cumberland	SR 1826	SR 1006	SR 1843	2.636	174	0
138	2023CPT.06.09.20262.1	Cumberland	SR 1831	SR 1006	SR 1828	4.104	271	43
139	2023CPT.06.09.20262.1	Cumberland	SR 1834	SR1835	SR 1006	2.723	180	12
140	2023CPT.06.09.20262.1	Cumberland	SR 1850	SR 1826	NC 24 BUS	2.056	136	0
141	2023CPT.06.09.20262.1	Cumberland	SR 1851	NC 24 BUS	SR 1852	1.647	109	0
142	2023CPT.06.09.20262.1	Cumberland	SR 2000	SR 1006	NC 53	3.955	261	0
143	2023CPT.06.09.20262.1	Cumberland	SR 2008	SR 2000	NC 53	1.600	106	4
144	2023CPT.06.09.20262.1	Cumberland	SR 2010	SR 2000	NC 53	3.492	230	0
145	2023CPT.06.09.20262.1	Cumberland	SR 2013	SR 2014	NC 210	1.114	74	0
146	2023CPT.06.09.20262.1	Cumberland	SR 2014	SR 2010	SR 2013	1.290	85	0
147	2023CPT.06.09.20262.1	Cumberland	SR 2018	NC 210	NC 24	3.509	232	0
148	2023CPT.06.09.20262.1	Cumberland	SR 2019	SR 2018	SR 2020	1.602	106	0
149	2023CPT.06.09.20262.1	Cumberland	SR 2022	NC 210	NC 24	4.123	272	0
150	2023CPT.06.09.20262.1	Cumberland	SR 2023	NC 210	BLADEN CO	10.716	707	0
151	2023CPT.06.09.20262.1	Cumberland	SR 2212	NC 87	SR 2341	3.439	227	16
152	2023CPT.06.09.20262.1	Cumberland	SR 2219	SR 2273	SR 2341	1.040	69	0
153	2023CPT.06.09.20262.1	Cumberland	SR 2220	NC 87	I-95 BUS	4.558	301	160
154	2023CPT.06.09.20262.1	Cumberland	SR 2221	NC 87	DEAD END	3.638	240	0
155	2023CPT.06.09.20262.1	Cumberland	SR 2238	SR 2252	NC 87	3.687	243	147
156	2023CPT.06.09.20262.1	Cumberland	SR 2239	SR 2245	SR 2238	2.480	164	0
157	2023CPT.06.09.20262.1	Cumberland	SR 2252	I-95	BLADEN CO	7.842	518	400
158	2023CPT.06.09.20262.1	Cumberland	SR 2299	US 301	RR	1.029	68	320
159	2023CPT.06.09.20262.1	Cumberland	SR 2337	NC 87	SR 2205	5.078	335	0
160	2023CPT.06.09.20262.1	Cumberland	SR 3569	US 401	US 401	2.020	133	95
			2023CPT.06.09.20262.1		SUBTOTAL	266.298	18,282	17,816
161	2023CPT.06.09.20432.1	Harnett	SR 1001	NC 24	LEE CO	1.821	120	0
162	2023CPT.06.09.20432.1	Harnett	SR 1002	SAMPSON CO	US 301	2.11	139	35
163	2023CPT.06.09.20432.1	Harnett	SR 1006	SR 2084	NC 210	7.768	513	0
164	2023CPT.06.09.20432.1	Harnett	SR 1106	MOORE CO	NC 24	5.069	335	0
165	2023CPT.06.09.20432.1	Harnett	SR 1115	NC 27	NC 87	4.585	303	220

166	2023CPT.06.09.20432.1	Harnett	SR 1116	SR 1117	NC 27	3.186	210	35
167	2023CPT.06.09.20432.1	Harnett	SR 1117	NC 27	SR 1120	6.443	425	0
168	2023CPT.06.09.20432.1	Harnett	SR 1120	NC 87	SR 2045	10.752	710	35
169	2023CPT.06.09.20432.1	Harnett	SR 1125	SR 2064	SR 1117	4.343	287	15
170	2023CPT.06.09.20432.1	Harnett	SR 1133	NC 210	NC 27	1.592	105	0
171	2023CPT.06.09.20432.1	Harnett	SR 1201	LEE CO	NC 27	6.708	443	0
172	2023CPT.06.09.20432.1	Harnett	SR 1209	NC 27	SR 1222	5.215	344	0
173	2023CPT.06.09.20432.1	Harnett	SR 1210	NC 27	SR 1209	1.737	115	0
174	2023CPT.06.09.20432.1	Harnett	SR 1214	SR 1229	US 421	4.518	298	0
175	2023CPT.06.09.20432.1	Harnett	SR 1215	SR 1280	SR 1209	7.123	470	0
176	2023CPT.06.09.20432.1	Harnett	SR 1221	LEE CO	SR 1209	2.445	161	0
177	2023CPT.06.09.20432.1	Harnett	SR 1222	LEE CO	NC 87	4.602	304	25
178	2023CPT.06.09.20432.1	Harnett	SR 1229	SR 1291	SR 1222	16.162	1,067	0
179	2023CPT.06.09.20432.1	Harnett	SR 1232	SR 1280	SR 1291	2.547	168	0
180	2023CPT.06.09.20432.1	Harnett	SR 1233	SR 1291	SR 1229	2.598	171	0
181	2023CPT.06.09.20432.1	Harnett	SR 1234	SR 1233	NC 27	4.381	289	0
182	2023CPT.06.09.20432.1	Harnett	SR 1238	NC 27	SR 1291	5.711	377	10
183	2023CPT.06.09.20432.1	Harnett	SR 1250	SR 1291	NC 27	4.131	273	0
184	2023CPT.06.09.20432.1	Harnett	SR 1273	US 421	SR 1265	3.44	227	0
185	2023CPT.06.09.20432.1	Harnett	SR 1280	LEE CO	SR 1229	6.782	448	0
186	2023CPT.06.09.20432.1	Harnett	SR 1291	US 421	US 421	11.579	764	65
187	2023CPT.06.09.20432.1	Harnett	SR 1314	SR 1291	END MAINT	3.547	234	0
188	2023CPT.06.09.20432.1	Harnett	SR 1441	NC 55	US 401	4.229	279	0
189	2023CPT.06.09.20432.1	Harnett	SR 1500	SR 1551	NC 55	5.327	351	0
190	2023CPT.06.09.20432.1	Harnett	SR 1505	SR 1006	SR 1551	1.877	124	0
191	2023CPT.06.09.20432.1	Harnett	SR 1516	SR 1542	NC 210	2.631	174	0
192	2023CPT.06.09.20432.1	Harnett	SR 1532	SR 1551	SR 2084	8.573	566	0
193	2023CPT.06.09.20432.1	Harnett	SR 1542	NC 55	END MAINT	7.006	463	0
194	2023CPT.06.09.20432.1	Harnett	SR 1547	NC 55	SR 1532	3.041	201	0
195	2023CPT.06.09.20432.1	Harnett	SR 1549	SR 1552	SR 1551	1.751	116	0
196	2023CPT.06.09.20432.1	Harnett	SR 1551	JOHNSTN CO	SR 1557	5.305	350	0
197	2023CPT.06.09.20432.1	Harnett	SR 1552	SR 1551	NC 27	3.966	262	0
198	2023CPT.06.09.20432.1	Harnett	SR 1558	JOHNSTN CO	NC 27	3.429	226	0
199	2023CPT.06.09.20432.1	Harnett	SR 1700	SR 1703	NC 55	3.798	251	0
200	2023CPT.06.09.20432.1	Harnett	SR 1703	JOHNSTN CO	SR 1718	6.853	370	64
201	2023CPT.06.09.20432.1	Harnett	SR 1704	SR 1709	SR 1703	1.891	125	0
202	2023CPT.06.09.20432.1	Harnett	SR 1705	SR 1581	US 301	5.869	388	8
203	2023CPT.06.09.20432.1	Harnett	SR 1715	SR 1705	SR 1722	1.689	111	8
204	2023CPT.06.09.20432.1	Harnett	SR 1718	POWELL AVE	NC 217	2.842	188	75
205	2023CPT.06.09.20432.1	Harnett	SR 1720	SR 1725	SR 1703	0.985	65	18
206	2023CPT.06.09.20432.1	Harnett	SR 1722	SR 1705	SR 1703	1.661	110	8
207	2023CPT.06.09.20432.1	Harnett	SR 1725	SR 1703	SR 1720	0.76	50	20
208	2023CPT.06.09.20432.1	Harnett	SR 1735	NC 82	SR 1718	2	132	5
209	2023CPT.06.09.20432.1	Harnett	SR 1741	SR 1746	SR 1735	1.134	75	0
210	2023CPT.06.09.20432.1	Harnett	SR 1746	SR 1718	NC 82	0.829	55	0

211	2023CPT.06.09.20432.1	Harnett	SR 1775	NC 82	END MAINT	0.999	66	0
212	2023CPT.06.09.20432.1	Harnett	SR 1779	US 401	NC 217	9.872	651	0
213	2023CPT.06.09.20432.1	Harnett	SR 1780	US 301	NC 82	3.143	207	0
214	2023CPT.06.09.20432.1	Harnett	SR 1790	US 421	SR 1780	2.259	149	0
215	2023CPT.06.09.20432.1	Harnett	SR 1799	SR 1808	SAMPSON CO	1.243	82	0
216	2023CPT.06.09.20432.1	Harnett	SR 1802	SR1808	SR 1810	1.82	120	0
217	2023CPT.06.09.20432.1	Harnett	SR 1808	JOHNSTN CO	US 301	4.737	313	30
218	2023CPT.06.09.20432.1	Harnett	SR 1810	US 301	SR 1709	1.373	91	0
219	2023CPT.06.09.20432.1	Harnett	SR 1815	SR 1718	SR 1735	0.411	27	0
220	2023CPT.06.09.20432.1	Harnett	SR 1844	SR 1735	SR 1790	1.495	99	5
221	2023CPT.06.09.20432.1	Harnett	SR 2021	US 401	SR 1779	4.958	327	0
222	2023CPT.06.09.20432.1	Harnett	SR 2027	SR 2031	NC 217	4.533	299	30
223	2023CPT.06.09.20432.1	Harnett	SR 2030	US 401	SR 2045	5.774	381	14
224	2023CPT.06.09.20432.1	Harnett	SR 2031	SR 2072	CUMB CO	4.537	299	0
225	2023CPT.06.09.20432.1	Harnett	SR 2034	SR 2035	US 401	2.814	135	0
226	2023CPT.06.09.20432.1	Harnett	SR 2042	SR 2030	SR 2045	3.381	223	0
227	2023CPT.06.09.20432.1	Harnett	SR 2045	NC 210	CUMB CO	6.617	437	0
228	2023CPT.06.09.20432.1	Harnett	SR 2048	SR 2045	NC 210	3.452	228	0
229	2023CPT.06.09.20432.1	Harnett	SR 2054	SR 2084	US 421	0.576	38	0
230	2023CPT.06.09.20432.1	Harnett	SR 2072	NC210	US 401	4.699	310	0
231	2023CPT.06.09.20432.1	Harnett	SR 2084	US 421	SR 1006	1.97	130	0
232	2023CPT.06.09.20432.1	Harnett	SR 2215	US 401	SR 1510	4.164	275	0
233	2023CPT.06.09.20432.1	Harnett	SR 2021	US 401	SR 1779	4.958	8	327
234	2023CPT.06.09.20432.1	Harnett	SR 2027	SR 2031	US 401	2.395	9	158
235	2023CPT.06.09.20432.1	Harnett	SR 2027	US 401	NC 217	2.138	8	141
236	2023CPT.06.09.20432.1	Harnett	SR 2030	US 401	SR 2045	5.774	9	381
237	2023CPT.06.09.20432.1	Harnett	SR 2031	SR 2072	CUMB CO	4.537	9	299
238	2023CPT.06.09.20432.1	Harnett	SR 2034	SR 2035	US 401	2.049	9	135
239	2023CPT.06.09.20432.1	Harnett	SR 2042	SR 2030	SR 2045	3.381	9	223
240	2023CPT.06.09.20432.1	Harnett	SR 2045	NC 210	CUMB CO	6.617	9	437
241	2023CPT.06.09.20432.1	Harnett	SR 2048	SR 2045	NC 210	3.452	9	228
242	2023CPT.06.09.20432.1	Harnett	SR 2054	SR 2084	US 421	0.576	3	38
243	2023CPT.06.09.20432.1	Harnett	SR 2072	NC210	US 401	4.699	9	310
244	2023CPT.06.09.20432.1	Harnett	SR 2084	US 421	SR 1006	1.97	3	130
245	2023CPT.06.09.20432.1	Harnett	SR 2215	US 401	SR 1510	4.164	2	275
			2023CPT.06.09.20432.1		SUBTOTAL	339.878	19,315	3,184
246	2023CPT.06.09.20782.1	Robeson	SR 1001	NC 211	HOKE CO	12.414	819	20
247	2023CPT.06.09.20782.1	Robeson	SR 1002	NC 41	COLUMBS CO	3.775	866	0
248	2023CPT.06.09.20782.1	Robeson	SR 1003	NC 41	NC 211	19.004	1,278	11
249	2023CPT.06.09.20782.1	Robeson	SR 1004	NC 41	SR 1935	2.718	179	0
250	2023CPT.06.09.20782.1	Robeson	SR 1005	SR 1997	SR 1006	4.992	699	0
251	2023CPT.06.09.20782.1	Robeson	SR 1006	BLADEN CO	SR 1001	7.443	1,019	0
252	2023CPT.06.09.20782.1	Robeson	SR 1138	SC SL	US 501	2.459	162	12
253	2023CPT.06.09.20782.1	Robeson	SR 1146	SR 1155	NC 710	3.03	200	0

254	2023CPT.06.09.20782.1	Robeson	SR 1153	NC 710	US 74 BUS	7.339	484	0
255	2023CPT.06.09.20782.1	Robeson	SR 1154	NC 710	US 301	5.44	359	49
256	2023CPT.06.09.20782.1	Robeson	SR 1155	US 301	SR 1003	3.532	233	0
257	2023CPT.06.09.20782.1	Robeson	SR 1165	NC 710	US 74	2.499	165	0
258	2023CPT.06.09.20782.1	Robeson	SR 1166	US 74	SR 1131	4.733	312	91
259	2023CPT.06.09.20782.1	Robeson	SR 1168	SR 1122	SR 1153	1.6	106	0
260	2023CPT.06.09.20782.1	Robeson	SR 1185	US 501	SR 1196	0.56	37	0
261	2023CPT.06.09.20782.1	Robeson	SR 1188	SR 1166	SR 1153	1.719	113	0
262	2023CPT.06.09.20782.1	Robeson	SR 1207	US 301	US 74	3.455	228	0
263	2023CPT.06.09.20782.1	Robeson	SR 1300	SCOTLND CO	NC 71	0.74	49	0
264	2023CPT.06.09.20782.1	Robeson	SR 1301	NC 71	SR 1302	0.84	72	0
265	2023CPT.06.09.20782.1	Robeson	SR 1302	SCOTLND CO	NC 71	1.957	129	0
266	2023CPT.06.09.20782.1	Robeson	SR 1303	NC72	GRAHAM ST	10.798	713	0
267	2023CPT.06.09.20782.1	Robeson	SR 1308	HOKE CO	NC 71	4.68	309	0
268	2023CPT.06.09.20782.1	Robeson	SR 1310	SCOTLND CO	SR 1313	3.34	220	0
269	2023CPT.06.09.20782.1	Robeson	SR 1312	NC 71	SR 1339	8.17	792	0
270	2023CPT.06.09.20782.1	Robeson	SR 1313	HOKE CO	SR 1312	3.23	213	0
271	2023CPT.06.09.20782.1	Robeson	SR 1318	NC 211	HOKE CO	12.36	816	0
272	2023CPT.06.09.20782.1	Robeson	SR 1320	HOKE CO	NC 71	2.67	176	0
273	2023CPT.06.09.20782.1	Robeson	SR 1324	HOKE CO	NC 211	1.77	117	0
274	2023CPT.06.09.20782.1	Robeson	SR 1327	SR 1303	NC 71	0.82	54	0
275	2023CPT.06.09.20782.1	Robeson	SR 1331	NC 71	NC 72	0.83	55	0
276	2023CPT.06.09.20782.1	Robeson	SR 1339	NC 711	SR 1338	6.28	1,273	130
277	2023CPT.06.09.20782.1	Robeson	SR 1340	SR 1339	NC 711	7.54	498	108
278	2023CPT.06.09.20782.1	Robeson	SR 1352	SR 1312	SR 1340	4.27	282	0
279	2023CPT.06.09.20782.1	Robeson	SR 1354	SR 1339	US 74	0.885	58	0
280	2023CPT.06.09.20782.1	Robeson	SR 1373	US 74	NC 710	1.529	101	0
281	2023CPT.06.09.20782.1	Robeson	SR 1374	NC 710	SR 1340	1.1	73	0
282	2023CPT.06.09.20782.1	Robeson	SR 1378	SR 1339	NC 710	3.34	220	0
283	2023CPT.06.09.20782.1	Robeson	SR 1505	NC 71	NC 72	6.882	454	14
284	2023CPT.06.09.20782.1	Robeson	SR 1507	NC 72	SR 1318	3.92	259	0
285	2023CPT.06.09.20782.1	Robeson	SR 1513	NC 72	SR 1318	1.34	351	0
286	2023CPT.06.09.20782.1	Robeson	SR 1514	NC 72	SR 1318	1.58	104	0
287	2023CPT.06.09.20782.1	Robeson	SR 1515	SR 1351	NC 211	7.674	507	30
288	2023CPT.06.09.20782.1	Robeson	SR 1521	SR 1318	NC 72	6.192	408	0
289	2023CPT.06.09.20782.1	Robeson	SR 1527	NC 211	NC 72	3.079	203	0
290	2023CPT.06.09.20782.1	Robeson	SR 1528	NC 211	SR 1536	4.472	295	0
291	2023CPT.06.09.20782.1	Robeson	SR 1529	SR 1528	SR 1947	0.45	241	0
292	2023CPT.06.09.20782.1	Robeson	SR 1530	SR 1527	NC 211	0.73	48	0
293	2023CPT.06.09.20782.1	Robeson	SR 1532	SR 1528	SR 1528	3.302	218	30
294	2023CPT.06.09.20782.1	Robeson	SR 1549	NC 72	NC 711	1.489	98	0
295	2023CPT.06.09.20782.1	Robeson	SR 1550	US 74	NC 72	3.874	256	36
296	2023CPT.06.09.20782.1	Robeson	SR 1555	BEG C&G	NC 711	0.398	26	0
297	2023CPT.06.09.20782.1	Robeson	SR 1563	SR 1515	NC 711	2.202	145	0
298	2023CPT.06.09.20782.1	Robeson	SR 1566	SR1563	SR 1340	1.01	67	0

299	2023CPT.06.09.20782.1	Robeson	SR 1569	SR 1515	SR 1003	2.655	175	0
300	2023CPT.06.09.20782.1	Robeson	SR 1578	SR 1515	NC 72	4	264	44
301	2023CPT.06.09.20782.1	Robeson	SR 1600	NC 72	SR 1536	0.475	31	10
302	2023CPT.06.09.20782.1	Robeson	SR 1709	NC 71	HOKE CO	3.261	215	17
303	2023CPT.06.09.20782.1	Robeson	SR 1712	HOKE CO	NC 71	3.802	251	3
304	2023CPT.06.09.20782.1	Robeson	SR 1713	HOKE CO	SR 1712	2.774	183	0
305	2023CPT.06.09.20782.1	Robeson	SR 1716	CUMB CO	SR 1712	2.257	149	0
306	2023CPT.06.09.20782.1	Robeson	SR 1717	CUMB CO	NC 71	1.524	101	0
307	2023CPT.06.09.20782.1	Robeson	SR 1723	CUMB CO	NC 71	5.562	367	0
308	2023CPT.06.09.20782.1	Robeson	SR 1725	NC71	SR 1727	3.51	232	0
309	2023CPT.06.09.20782.1	Robeson	SR 1727	NC20	SR 1725	3.068	202	0
310	2023CPT.06.09.20782.1	Robeson	SR 1729	SR 1725	NC 20	2.88	190	0
311	2023CPT.06.09.20782.1	Robeson	SR 1731	SR 1727	NC 71	3.399	224	0
312	2023CPT.06.09.20782.1	Robeson	SR 1734	US 301	NC 20	1.16	77	0
313	2023CPT.06.09.20782.1	Robeson	SR 1741	NC 20	SR 1006	0.82	54	0
314	2023CPT.06.09.20782.1	Robeson	SR 1743	SR 1006	NC 20	3.387	224	0
315	2023CPT.06.09.20782.1	Robeson	SR 1748	SR 1743	NC 20	4.333	286	0
316	2023CPT.06.09.20782.1	Robeson	SR 1749	NC 71	SR 1748	2.7	178	0
317	2023CPT.06.09.20782.1	Robeson	SR 1750	SR 1748	SR 1752	1.839	121	0
318	2023CPT.06.09.20782.1	Robeson	SR 1752	NC 71	US 301	13.437	887	0
319	2023CPT.06.09.20782.1	Robeson	SR 1774	SR 1776	SR 1505	1.51	100	0
320	2023CPT.06.09.20782.1	Robeson	SR 1776	NC 71	SR 1777	1.22	81	0
321	2023CPT.06.09.20782.1	Robeson	SR 1777	SR 1780	SR 1505	2.36	156	0
322	2023CPT.06.09.20782.1	Robeson	SR 1779	SR 1001	SR 1505	0.66	44	0
323	2023CPT.06.09.20782.1	Robeson	SR 1780	NC 71	NC 71	0.78	51	0
324	2023CPT.06.09.20782.1	Robeson	SR 1907	BLADEN CO	NC 20	3.583	236	0
325	2023CPT.06.09.20782.1	Robeson	SR 1924	NC 20	SR 1935	6.29	415	0
326	2023CPT.06.09.20782.1	Robeson	SR 1931	SR 1006	SR 1924	2.58	170	0
327	2023CPT.06.09.20782.1	Robeson	SR 1935	US 301	SR 1958	3.767	249	0
328	2023CPT.06.09.20782.1	Robeson	SR 1936	US 301	SR 1005	4.86	321	0
329	2023CPT.06.09.20782.1	Robeson	SR 1945	NC 41	SR 1005	4.91	324	27
330	2023CPT.06.09.20782.1	Robeson	SR 1947	SR 1945	SR 1955	4.1	271	0
331	2023CPT.06.09.20782.1	Robeson	SR 1948	SR 1953	SR 1005	3.7	244	10
332	2023CPT.06.09.20782.1	Robeson	SR 1955	SR 1005	NC 41	6.966	460	10
333	2023CPT.06.09.20782.1	Robeson	SR 1956	SR 1947	SR 1004	3.26	215	22
334	2023CPT.06.09.20782.1	Robeson	SR 1960	SR 1004	NC 41	1.036	68	0
335	2023CPT.06.09.20782.1	Robeson	SR 1980	SR 1907	I-95 RAMP	3.233	213	0
336	2023CPT.06.09.20782.1	Robeson	SR 1984	SR 1997	SR 1945	1.21	80	98
337	2023CPT.06.09.20782.1	Robeson	SR 1997	NC 72	US 301	3.751	247	0
338	2023CPT.06.09.20782.1	Robeson	SR 2033	NC 41	SR 1945	0.82	54	24
339	2023CPT.06.09.20782.1	Robeson	SR 2055	SR 1997	NC 211	0.87	57	28
340	2023CPT.06.09.20782.1	Robeson	SR 2100	NC 41	SR 1002	7.06	466	0
341	2023CPT.06.09.20782.1	Robeson	SR 2104	SR 2100	NC 211	6.172	407	0
342	2023CPT.06.09.20782.1	Robeson	SR 2106	SR 1002	SR 2104	2.65	175	0
343	2023CPT.06.09.20782.1	Robeson	SR 2110	NC 41	NC 211	2.9	191	0

344	2023CPT.06.09.20782.1	Robeson	SR 2112	SR 2110	SR 2148	0.82	54	0
345	2023CPT.06.09.20782.1	Robeson	SR 2115	NC 72	SR 1002	4.14	273	0
346	2023CPT.06.09.20782.1	Robeson	SR 2116	SR 2115	SR 2121	6.895	455	0
347	2023CPT.06.09.20782.1	Robeson	SR 2117	SR 2115	SR 1002	1.03	68	0
348	2023CPT.06.09.20782.1	Robeson	SR 2127	SR 2116	SR 2115	1.21	80	0
349	2023CPT.06.09.20782.1	Robeson	SR 2202	WATAUGA ST	NC 72	2.375	157	0
350	2023CPT.06.09.20782.1	Robeson	SR 2203	SR 2204	SR 2202	1.35	89	0
351	2023CPT.06.09.20782.1	Robeson	SR 2204	NC 41	SR 2212	5.3	350	12
352	2023CPT.06.09.20782.1	Robeson	SR 2207	NC 72	SR 2316	4.17	275	0
353	2023CPT.06.09.20782.1	Robeson	SR 2208	NC 41	NC 130	8.735	577	0
354	2023CPT.06.09.20782.1	Robeson	SR 2210	SR 2208	SR 2204	0.883	58	0
355	2023CPT.06.09.20782.1	Robeson	SR 2215	SR 2207	SR 2212	1.8	119	0
356	2023CPT.06.09.20782.1	Robeson	SR 2216	NC 72	SR 2214	1.756	116	0
357	2023CPT.06.09.20782.1	Robeson	SR 2220	SR 2230	NC 72	5.038	333	0
358	2023CPT.06.09.20782.1	Robeson	SR 2225	NC 72	NC 130	14.171	935	0
359	2023CPT.06.09.20782.1	Robeson	SR 2230	SR 2235	SR 2225	5.323	351	0
360	2023CPT.06.09.20782.1	Robeson	SR 2235	NC 130	SR 2317	5.000	566	70
361	2023CPT.06.09.20782.1	Robeson	SR 2236	SR 1003	SR 2235	3.01	199	19
362	2023CPT.06.09.20782.1	Robeson	SR 2237	SR 2235	SR 2238	1.78	117	0
363	2023CPT.06.09.20782.1	Robeson	SR 2238	NC 41	NC 41	1.24	82	15
364	2023CPT.06.09.20782.1	Robeson	SR 2262	SR 2225	NC 41	2.73	180	0
365	2023CPT.06.09.20782.1	Robeson	SR 2289	SR 2207	NC 41	3.594	237	69
366	2023CPT.06.09.20782.1	Robeson	SR 2290	SR 2289	NC 41	0.3	20	10
367	2023CPT.06.09.20782.1	Robeson	SR 2305	NC 72	SR 2289	1.194	79	0
368	2023CPT.06.09.20782.1	Robeson	SR 2316	NC 41	SR 2207	0.33	22	4
369	2023CPT.06.09.20782.1	Robeson	SR 2413	I-74	NC 41	3.609	238	0
370	2023CPT.06.09.20782.1	Robeson	SR 2419	NC 41	SR 2235	1.349	89	0
371	2023CPT.06.09.20782.1	Robeson	SR 2422	SR 1207	SR 2455	1.991	422	0
372	2023CPT.06.09.20782.1	Robeson	SR 2426	SR 2235	SR 2470	8.013	529	0
373	2023CPT.06.09.20782.1	Robeson	SR 2430	SR 2435	US 301	4.174	275	0
374	2023CPT.06.09.20782.1	Robeson	SR 2433	SR 2428	NC 130 BUS	2.616	173	0
375	2023CPT.06.09.20782.1	Robeson	SR 2434	SR 2433	NC 41	0.41	27	0
376	2023CPT.06.09.20782.1	Robeson	SR 2435	NC 130 BUS	NC 130	6.291	625	0
377	2023CPT.06.09.20782.1	Robeson	SR 2442	SR 2455	BEG C&G	3.61	238	0
378	2023CPT.06.09.20782.1	Robeson	SR 2453	NC 41	SR 2454	3.03	200	0
379	2023CPT.06.09.20782.1	Robeson	SR 2455	NC 904	US 301	10.589	699	30
380	2023CPT.06.09.20782.1	Robeson	SR 2469	NC 130	SR 2435	2.85	188	0
381	2023CPT.06.09.20782.1	Robeson	SR 2481	SR 2485	SR 2489	1.99	131	0
382	2023CPT.06.09.20782.1	Robeson	SR 2485	SC SL	NC 904	3.11	205	0
383	2023CPT.06.09.20782.1	Robeson	SR 2489	SC SL	NC 130	2.384	157	0
384	2023CPT.06.09.20782.1	Robeson	SR 2499	US 74	NC 72	3.548	234	0
385	2023CPT.06.09.20782.1	Robeson	SR 2501	SR 2499	NC 41	2.01	133	41
386	2023CPT.06.09.20782.1	Robeson	SR 2505	US 74	SR 2418	1.206	80	0
387	2023CPT.06.09.20782.1	Robeson	SR 2513	SR 2499	SR 2413	1.278	84	0

DF00430

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Division 6

388	2023CPT.06.09.20782.1	Robeson	SR 2519	US 301	DEAD END	5.338	350	15
			2023CPT.06.09.20782.1	SUBTOTAL	513.116	37,734	393	
					SUBTOTAL		102,495	21,746
					TOTAL	1530.910	124,241	

PROJECT SPECIAL PROVISIONS**WORK ZONE TRAFFIC CONTROL****TRAFFIC CONTROL SUPERVISION:**

Provide the service of at least one qualified work zone supervisor. The work zone supervisor shall have the overall responsibility for the proper implementation of the TMP and ensure all employees working inside the NCDOT right of way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but shall be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of work zone supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage.

Coordinate with and cooperate with work zone supervisors of adjacent or overlapping construction projects to ensure safe and adequate traffic control is maintained throughout the projects at all times, including periods of construction inactivity in accordance with Article 105-7.

WORK ZONE INSTALLER:

(7-20-21)(Rev. 8-16-22)

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 or other NCDOT approved training provider 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 or other NCDOT approved training provider.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved

training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA) prior to the qualified work zone installer or flagger performing any traffic control duties on the project. For more information about WZ-EVA, see the Work Zone Safety Training webpage.

FLAGGERS

Provide the service of properly equipped and qualified flaggers, in accordance with Section 1150 of the Standard Specifications and *Roadway Standard Drawing* 1150.01, at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done by an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

TEMPORARY TRAFFIC CONTROL (TTC):

(7-16-13) (Rev. 12-08-20) (Rev. 02-18-21) RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *2018 Standard Specifications* and the following provisions:

Install Work Zone Advance Warning Signs in accordance with the detail drawing provided in these plans prior to beginning any other work. Use a lane closure or slow moving operation to complete the work, as necessary, unless otherwise indicated. Refer to Standard Drawing No. 1101.02, 1101.11, 1110.01, 1110.02, 1130.01 1135.01 and 1180.01 of the *2018 Roadway Standard Drawings*. 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. If applicable, maintain existing pedestrian facilities in accordance with *Pedestrian Accommodation at Curb Ramp Work Locations*, found elsewhere in this Contract.

Refer to attached details and Standard Drawing No. 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, and 1180.01 of the *2018 Roadway Standard Drawings* when closing a lane of travel in a stationary work zone such as pavement patching, resurfacing, curb ramp work, or pavement marking removal. Properly ballasted cones and skinny drums may be used instead of drums. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 1 mile in length at any given time on 2 Lane, 2 Way facilities unless otherwise approved 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 *2018 Standard Specifications* and the Engineer.

When personnel and/or equipment are working on the shoulder adjacent to and within 5 feet of an open travel lane, close the nearest open travel lane using Standard Drawing No. 1101.02 of the *2018 Roadway Standard Drawings*. When personnel and/or equipment are working within a lane of travel of an undivided facility, close the lane according to the traffic control plans, *2018 Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and/or 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. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

When utilizing a slow-moving operation for such items as pavement marking and marker placement, the operation shall consist of the vehicles and devices as shown on Roadway Standard Drawing No. 1101.02, sheet 11 or 12 of the *2018 Roadway Standard Drawings*. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

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

SLOW MOVING OPERATION:

When utilizing a slow-moving operation for such items as pavement marking and marker placement, as a minimum the slow moving operation caravan shall consist of the vehicles and devices shown on the moving operation caravan details according to the *2018 NCDOT Standard Specifications for Roads and Structures* Standard Drawing No. 1101.02, Sheet 13. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Construction Operations:

1. Remove/replace any conflicting or damaged pavement markers by the end of each day's operation.
2. Operate equipment and conduct operations in the same direction as the flow of traffic. Maintain vehicle access in accordance with Article 1101-05 of the *2018 NCDOT Standard Specifications for Roads and Structures*.

EXECUTION OF CONTRACT

Contract No: DF00430

County: Bladen, Columbus, Cumberland, Harnett & Robeson

ACCEPTED BY THE DEPARTMENT OF TRANSPORTATION

Engineer

Date

**EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:**

Engineer

Date

County: BLADEN, COLUMBUS, CUMBERLAND, HARNETT, ROBESON

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	4900000000-N	1251	PERMANENT RAISED PAVEMENT MARKERS	124,241 EA		
			Total Amount Of Bid For Entire Project :			

0806/Feb14/Q124242/D4900100000/E2