

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 6

# PROPOSAL

## SMALL BUSINESS ENTERPRISE

### ANNUAL RENEWABLE - 3 YEARS

**DATE AND TIME OF BID OPENING:** **AUGUST 3, 2022 AT 2:00 PM**

**CONTRACT ID:** **D6BR.SBE.012**

**TIP NO.:** **----**

**FEDERAL AID NO.:** **STATE FUNDED**

**WBS ELEMENT NO.:** **6BPR.10091, ETC.**

**ROUTE NO.:** **VARIOUS PRIMARY & SR**

**LOCATION:** **VARIOUS**

**COUNTY:** **BLADEN, COLUMBUS, CUMBERLAND, HARNETT, & ROBESON**

**LENGTH OF PROJECT:** **NA**

**TYPE OF WORK:** **BLADEN, COLUMBUS, CUMBERLAND, HARNETT, & ROBESON**

**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 OR SBE PROJECT. 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.

**THIS IS A ROADWAY PROJECT.**

**BID BONDS **ARE NOT** REQUIRED.**

---

**NAME OF BIDDER**

---

**ADDRESS OF BIDDER**

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

The Bidder has carefully examined the location of the proposed work; 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 this contract, 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.

**TABLE OF CONTENTS**

**COVER SHEET ..... C-1 - REV**

**PROPOSAL SHEET ..... C-2 - REV**

**TABLE OF CONTENTS ..... C-3 - REV**

**INSTRUCTIONS TO BIDDERS ..... C-4 - REV**

**PROJECT SPECIAL PROVISIONS..... G-1 - REV**

**STANDARD SPECIAL PROVISIONS ..... SSP-1**

**UNIT PROJECT SPECIAL PROVISIONS**

**ROADWAY ..... R-1**

**TRAFFIC CONTROL ..... TC-1**

**SWEEPING OPERATIONS STANDARD DRAWINGS ..... DWG-1**

**EXECUTION OF BID FORMS ..... EB-1**

**ACCEPTANCE SHEET ..... ACC-1**

**ADDENDUM ACKNOWLEDGEMENTS ..... ADD-1**

**PROPOSAL ITEMS SHEET .....PIF-1**

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

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

**TRADITIONAL PAPER BIDS:**

1. Small Business Enterprise bidders shall submit a SBE Application for Certification Form within the NC Online Certification System on the Department's website and have been approved by the Office of Civil Rights prior to bidding. The SBE shall submit this form for approval at a minimum of one week prior to bidding.
2. Download the entire proposal from the **Connect NCDOT website** and **return the entire proposal with your bid.**
3. 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.
4. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
5. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
6. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
7. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
8. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
9. The bid shall be properly executed on the included **Execution of Bid – Non-collusion Affidavit, Debarment Certification and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid. Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
10. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
11. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
12. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION PROPOSALS ENGINEER'S OFFICE AT 1194 PRISON CAMP ROAD, WHITEVILLE, N. C. 28472 BY 2:00 P.M., ON WEDNESDAY, AUGUST 3, 2022.**
13. **The sealed bid envelope must display the bidding Contractor's name and address on the front.**
14. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR D6BR.SBE.012 – DIVISION 6  
DEBRIS REMOVAL & SWEEPING OF BRIDGES  
TO BE OPENED AT 2:00 PM ON AUGUST 3, 2022**

15. Bid packages should be delivered to the Division Proposals Engineer's office prior to the bid opening deadline listed above, either by hand or express delivery.
16. Bid packages should not be sent through the US Post Office by regular US Mail. Regular US Mail does not guarantee delivery by any certain day or time, and may result in your bid package arriving late. NCDOT is not responsible for ensuring your bid package arrives on time.
17. **Any bid package received after the designated bid opening deadline, for any reason, shall be considered non-responsive, will not be opened and read, and will be destroyed or returned.**

**PROJECT SPECIAL PROVISIONS****GENERAL****GENERAL:**

This contract is for the Debris Removal and Sweeping of Bridges in Bladen, Columbus, Cumberland, Harnett, and Robeson Counties, which together comprise Division Six. The Department is requesting **all Primary Bridges** take priority when working in counties and shall plan schedule accordingly.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

**SMALL BUSINESS ENTERPRISE PROGRAM:**

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

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

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

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

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

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

**CONTRACT TIME FOR ID/IQ:**

(2-15-22)

108

SP1 G11

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

The completion date for this contract is **August 31, 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.

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

Any liquidated damages for this contract will be assessed per the Mobilization and Liquidated Damages provision located elsewhere in this Contract.

**INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES:**

(2-20-07)

SP1G14A

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

**DAY AND TIME RESTRICTIONS**

Monday through Thursday from 6:00 A.M. to 7:00 P.M.  
Friday 6:00 AM through Monday 6:00 AM

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

**HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS**

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For New Year's **Day**, between the hours of **4:00 p.m.** December 31st and **9:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **9:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **4:00 p.m.** Thursday and **9:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **9:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **9:00 a.m.** the Tuesday after Independence Day.

6. For **Labor Day**, between the hours of **4:00 p.m.** Friday and **9:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **9:00 a.m.** Monday.
8. For **Christmas**, between the hours of **4:00 p.m.** the Friday before the week of Christmas Day and **9:00 a.m.** the following Tuesday after the week of Christmas Day.

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

The time of availability for this intermediate contract 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 existing traffic pattern.

The liquidated damages are **Five Hundred Dollars (\$ 500.00) per fifteen (15) minutes or portion thereof.**

**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.

**BIDS OVER LIMIT:**

In accordance with GS 136-28.10(a) and the provisions of the Small Business Enterprise Program, if the total bid amount of the contract exceeds \$1.0 million, the bid will not be considered for award.

**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.

**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 the Resident Engineer or the Surfaces and Encroachment manager with the Rail Division with any questions pertaining to the Right of Entry at 919-707-4132 or [mmclamb@ncdot.gov](mailto:mmclamb@ncdot.gov).

**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. 5-13-19)

108-2

SP1 G58

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

	<b><u>Fiscal Year</u></b>	<b><u>Progress (% of Dollar Value)</u></b>
2023	(7/01/22 - 6/30/23)	<b>85%</b> of Total Amount Bid
2024	(7/01/23 - 6/30/24)	<b>15%</b> of Total Amount Bid
2025	(7/01/24 - 6/30/25)	<b>0%</b> of Total Amount Bid
2026	(7/01/25 - 6/30/26)	<b>0%</b> of Total Amount Bid
2027	(7/01/26 - 6/30/27)	<b>0%</b> of Total Amount Bid

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

**CONTRACT PERIOD:**

(2-19-14)

SPD 01-600

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

No changes in the terms, condition, etc. of this contract will be made when an extension of the contract is implemented. The Engineer will notify the Contractor in writing prior to renewal of the contract. The Contractor must notify the Engineer in writing within thirty (30) days of notification by the Engineer of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be viewed as a rejection of the contract extension.

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

The total cost of the contract shall not exceed One Million Dollars (\$1,000,000.00) per year.



**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 **NIGHTTIME** 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.

**DIVISION CONTACT:**

The Bridge Maintenance contact will be Mr. Michael D. Fisher - Bridge Engineer, and he may be reached at (910) 364-0670.

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

(4-20-21)(Rev. 2-15-22)

SP1 G74

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

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

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

SPD 01-800A

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

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

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

**MOBILIZATION AND LIQUIDATED DAMAGES FOR ID/IQ:**

(2-15-22)

SPD 01-820

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

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

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

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

**DISPUTE RESOLUTION PROCESS FOR ID/IQ:**

(2-15-22)

SPD 01-850

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

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

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

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

**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.

**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.

**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.

**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.

**PAYMENT:**

The **INVOICE** shall be completed for each month work is performed and shall be submitted to the Department. Upon verification, the Engineer will submit the invoice for payment.

Invoices shall be submitted to:

NC DOT  
Division 6 – Bridge Maintenance  
ATTENTION: Michael D. Fisher  
P.O. Box 1150  
Fayetteville, N.C. 28302

**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(E) of the *2018 Standard Specifications*.

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

(10-16-18) (Rev. 7-19-22)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 4**

**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 6-26, 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”.

**Division 7**

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

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

**Division 10**

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

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

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

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

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

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

**Division 17**

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

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

Directional Drill (1)(1.25") Linear Foot

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

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



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

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

Z-04a

**Within Quarantined Area**

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

**Originating in a Quarantined County**

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

**Contact**

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

**Regulated Articles Include**

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

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

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who

fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs 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.

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

<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. <b>Note:</b> 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>
--	---	---	--

**(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****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.

**INTERPRETATION OF QUANTITIES IN PROPOSAL FORM:**

The quantities appearing in the proposal 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.

**PROSECUTION AND PROGRESS:**

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

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

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

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

**DRIVEWAYS AND PRIVATE PROPERTY:**

The Contractor shall maintain access to driveways for all residents and property owners throughout the duration of the project. The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract.

**PRESERVATION OF PROPERTY:**

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

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

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

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

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

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

**DAMAGE TO PLANTS:**

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

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

**COOPERATION BETWEEN CONTRACTORS:**

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

**BRIDGE SWEEPING:**

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

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the sweeping work. The Contractor shall display the company name on each piece of equipment.

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

the cleaning operation may be brush/vacuum, mechanical, or regenerative air, or may be a combination of Industrial types.

All sweepers shall have a minimum capacity of (4) four cubic yards and be equipped with adequate water systems for dust control. All sweepers shall be equipped with dual steering and dual brooms. All such equipment is subject to inspection and final approval by the Engineer. Such approval may require an onsite demonstration of the capability of any proposed equipment.

All vehicles used by the contractor must be performance worthy by visual and operational inspection.

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

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

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

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

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

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

All sweeping operations shall be accomplished "with", or in the same direction as, the traffic flow. **Sweeping against or opposing the traffic "SHALL NOT" be permitted.** The sweeping operation shall not cause material to be thrown into a travel lane. Material shall not be swept across a travel lane.

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



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

**LITTER CLEANUP & REMOVAL:**

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

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

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

**A. CLEAN UP**

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

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

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

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

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

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

**B. RECYCLING**

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

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

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

**D. REMOVAL & DISPOSAL OF DEBRIS**

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

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

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

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

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

**EROSION, SILTATION, AND POLLUTION CONTROL:**

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-12 of the 2018 Standard Specifications.

**INSPECTION:**

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer.

**PROPOSED WORK LOCATIONS:**

**BRIDGE LOCATIONS  
BLADEN COUNTY  
PRIMARY – 6BPR.10091**

<u>211</u> <u>BUS</u>	<u>NC</u> <u>211</u>	<u>US 701</u>	<u>NC</u> <u>242</u>	<u>NC</u> <u>131</u>	<u>NC 210</u>	<u>NC 11</u>	<u>NC 53</u>	<u>NC 87</u>
10	37	3	5	27	8	12	11	14
22	48	16	25	46	21	18	43	221
	214	17			47	42	67	222
		30			58	51		223
		45				55		
		52				59		
		54						

66  
68  
69  
199  
200

<u>NC 87</u>	<u>NC 41</u>
<u>BYP</u>	
220	44
211	

**BRIDGE LOCATIONS  
BLADEN COUNTY  
SECONDARY - 6BPR.20091**

<u>SR 1004</u>	<u>SR 1007</u>	<u>SR 1100</u>	<u>SR 1101</u>	<u>SR 1124</u>	<u>SR 1128</u>	<u>SR 1139</u>	<u>SR 1145</u>
2	81	13	15	175	163	19	178
<u>SR 1178</u>	<u>SR 1316</u>	<u>SR 1318</u>	<u>SR 1320</u>	<u>SR 1324</u>	<u>SR 1328</u>	<u>SR 1331</u>	<u>SR 1332</u>
185	188	124	122	118	99	100	119
132	189	125					
<u>SR 1502</u>	<u>SR 1503</u>	<u>SR 1508</u>	<u>SR 1509</u>	<u>SR 1511</u>	<u>SR 1521</u>	<u>SR 1528</u>	<u>SR 1532</u>
150	215	101	169	105	92	93	177
<u>SR 1534</u>	<u>SR 1536</u>	<u>SR 1543</u>	<u>SR 1550</u>	<u>SR 1700</u>	<u>SR 1704</u>	<u>SR 1708</u>	<u>SR 1709</u>
197	198	65	83	28	61	33	154
			85	29	62		
				32			
<u>SR 1710</u>	<u>SR 1728</u>	<u>SR 1732</u>	<u>SR 1760</u>	<u>SR 1806</u>			
39	172	153	49	31			
41			50				
			53				
			57				

**BRIDGE LOCATIONS  
COLUMBUS COUNTY  
PRIMARY - 6BPR.10241**

<u>US 74</u>	<u>US 74/76</u>	<u>NC 130</u>	<u>NC 242</u>	<u>NC 410</u>	<u>NC 87</u>	<u>NC 214</u>	<u>701 BYP</u>
4	55	10	12	13	14	62	19
18	83	25	23	400	22	68	42
51	86	49	411			82	

52	381	63
53	382	72
54	383	
397	384	
398	385	
	386	
	387	
	388	

<u>US</u>	<u>701</u>	<u>US 76</u>	<u>NC</u>	<u>NC</u>
<u>701</u>	<u>BUS.</u>		<u>904</u>	<u>905</u>
60	3	5	9	48
	17	15	20	
		40	44	
		56	66	
			70	
			79	

<u>NC</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>	<u>SR</u>
<u>211</u>	<u>1001</u>	<u>1005</u>	<u>1552</u>	<u>1574</u>	<u>1585</u>
408	415	30	50	412	34

**BRIDGE LOCATIONS  
COLUMBUS COUNTY  
SECONDARY - 6BPR.20241**

<u>SR 1001</u>	<u>SR 1002</u>	<u>SR 1003</u>	<u>SR 1005</u>	<u>SR 1006</u>	<u>SR 1103</u>	<u>SR 1108</u>	<u>SR 1112</u>	<u>SR 1118</u>
7	201	196	93	35	309	45	69	81
11			94	39				320
16			95	41				321
21			123	43				
208			126	75				
233			130	76				
			301	78				
				336				

<u>SR 1119</u>	<u>SR 1141</u>	<u>SR 1150</u>	<u>SR 1157</u>	<u>SR 1158</u>	<u>SR</u>	<u>SR 1173</u>	<u>SR 1300</u>	<u>SR 1314</u>
					<u>1159</u>			
84	38	71	37	324	313	97	112	103
85	289			325		98		105
	290							
	291							
	294							

<u>SR 1317</u>	<u>SR 1339</u>	<u>SR 1346</u>	<u>SR 1350</u>	<u>SR 1351</u>	<u>SR 1379</u>	<u>SR 1412</u>	<u>SR 1414</u>	<u>SR 1415</u>
----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------



324  
325

						<u>NC</u>		
<u>US 401</u>			<u>NC</u>			<u>24/87/</u>		
<u>BYP</u>	<u>NC 217</u>	<u>US 13</u>	<u>24/87</u>	<u>US 301</u>	<u>NC 82</u>	<u>210</u>	<u>NC 690</u>	<u>NC 162</u>
53	20	37	23	8	19	116	193	105
		344		143				347
				145				351
								348
								411

						<u>SR</u>		
<u>NC 295</u>	<u>NC 295</u>	<u>SR 1005</u>	<u>SR 1007</u>	<u>SR 1404</u>	<u>SR 1714</u>	<u>1725</u>	<u>SR 1728</u>	<u>SR 1804</u>
13	360	153	6	218	328	127	117	159
327	361		294					
332	362		435					
334	354							
336	379							
340	381							
353	382							
326	445							
331	446							
333								
335								
339								
352								
355								
356								
357								
358								
359								

					<u>SR</u>			
<u>SR 1806</u>	<u>SR 1813</u>	<u>SR 1815</u>	<u>SR 1828</u>	<u>SR 1831</u>	<u>1832</u>	<u>SR 1835</u>	<u>SR 1933</u>	<u>SR 2000</u>
156	155	154	152	137	147	140	303	132
						146		

						<u>SR</u>		
<u>SR 2000</u>	<u>SR 2210</u>	<u>SR 2212</u>	<u>SR 2215</u>	<u>SR 2220</u>	<u>SR 2243</u>	<u>2337</u>	<u>SR 2341</u>	<u>SR 1600</u>
132	298	98	118	72	7	31	97	383

SR 1437  
431

**BRIDGE LOCATIONS  
CUMBERLAND COUNTY  
Interstate - 6BPR.10263**

<u>I-95</u>	<u>I-95</u>	<u>I-295</u>	<u>I-295</u>
26	134	341	422
30	142	366	423
77	157	367	424
83	158	368	425
99	342	369	426
103		370	427
107		371	430
108		372	434
109		375	
111		376	
119		377	
121		378	
122		380	
129		408	
133		420	
		421	

**BRIDGE LOCATIONS  
CUMBERLAND COUNTY  
SECONDARY - 6RE.202614**

<u>SR 1003</u>	<u>SR 1005</u>	<u>SR 1006</u>	<u>SR 1007</u>	<u>SR 1102</u>	<u>SR 1104</u>	<u>SR</u> <u>1108</u>	<u>SR 1115</u>	<u>SR 1127</u>
102	58	27	4	75	78	79	100	188
120		219	199			80		
194		224	235					
		52	226					
<u>SR 1131</u>	<u>SR 1132</u>	<u>SR 1137</u>	<u>SR 1141</u>	<u>SR 1400</u>	<u>SR 1402</u>	<u>SR</u> <u>1404</u>	<u>SR 1415</u>	<u>SR 1437</u>
183	210	189	170	71	74	70	229	225
			259	227		228		
<u>SR 1451</u>	<u>SR 1600</u>	<u>SR 1714</u>	<u>SR 1716</u>	<u>SR 1728</u>	<u>SR 1730</u>	<u>SR</u> <u>1735</u>	<u>SR 1736</u>	<u>SR 1802</u>
182	1	93	91	81	190	214	213	262
<u>SR 1819</u>	<u>SR 1823</u>	<u>SR 1824</u>	<u>SR 1826</u>	<u>SR 1828</u>	<u>SR 1838</u>	<u>SR</u> <u>1839</u>	<u>SR 1843</u>	<u>SR 1844</u>
141	56	209	28	62	212	10	150	149

<u>SR 1851</u>	<u>SR 2008</u>	<u>SR 2018</u>	<u>SR 2030</u>	<u>SR 2046</u>	<u>SR 2216</u>	<u>SR</u> <u>2233</u>	<u>SR 2234</u>	<u>SR 2289</u>
48	11	110	42	208	12	113	114	419
171			43					
172			44					
			45					
<u>SR 2299</u>	<u>SR 2350</u>	<u>SR 3569</u>	<u>SR 3950</u>	<u>SR 4360</u>				
220	272	14	239	453				
221								

**BRIDGE LOCATIONS  
HARNETT COUNTY  
PRIMARY – 6BPR.10431**

<u>US 401</u>	<u>US 421</u>	<u>NC 27</u>	<u>NC 210</u>	<u>NC 55</u>	<u>NC</u> <u>24</u>	<u>NC 217</u>	<u>SR 1002</u>	<u>SR 1709</u>
24	22	32	30	29	35	52	57	81
45	23	56		53	36			
46	39	68						
62	49							
	64							

<u>SR 1793</u>	<u>SR 1808</u>	<u>SR 1811</u>
66	80	37

**BRIDGE LOCATIONS  
HARNETT COUNTY  
INTERSTATE – 6BPR.10433**

<u>I-95</u>
73
77

**BRIDGE LOCATIONS  
HARNETT COUNTY  
SECONDARY - 6BPRE.20431**

<u>SR 1002</u>	<u>SR 1108</u>	<u>SR 1120</u>	<u>SR 1130</u>	<u>SR 1131</u>	<u>SR 1209</u>	<u>SR 1210</u>	<u>SR 1211</u>	<u>SR 1213</u>
109	63	59	54	235	48	234	47	40
		236	55					



<u>SR 1214</u> 34	<u>SR 1215</u> 41	<u>SR 1217</u> 50	<u>SR 1222</u> 44	<u>SR 1229</u> 33	<u>SR 1234</u> 195	<u>SR 1250</u> 160	<u>SR 1257</u> 153	<u>SR 1271</u> 27
<u>SR 1403</u> 96	<u>SR 1415</u> 1 151	<u>SR 1427</u> 94	<u>SR 1441</u> 2 3	<u>SR 1510</u> 204	<u>SR 1516</u> 7	<u>SR 1532</u> 15	<u>SR 1544</u> 233	<u>SR 1552</u> 100
<u>SR1558</u> 120	<u>SR 1703</u> 17	<u>SR 1718</u> 246	<u>SR 1722</u> 133 134	<u>SR 1723</u> 126	<u>SR 1725</u> 128 131 129	<u>SR 1735</u> 105	<u>SR 1769</u> 102	<u>SR 1780</u> 106
<u>SR 1799</u> 142	<u>SR 1812</u> 138	<u>SR 2002</u> 11	<u>SR 2016</u> 83	<u>SR 2021</u> 82	<u>SR 2027</u> 78	<u>SR 2031</u> 75 76	<u>SR 2045</u> 72 74	<u>SR 2054</u> 245
<u>SR 2084</u> 262	<u>SR 2701</u> 265							

**BRIDGE LOCATIONS  
ROBESON COUNTY  
INTERSTATE – 6BPR.10783**

<u>I-95</u>	<u>US-74</u>
1	487
10	481
12	479
106	480
107	478
144	486
145	
146	
147	
156	
158	
159	
160	
164	
165	

**BRIDGE LOCATIONS  
ROBESON COUNTY  
PRIMARY – 6BPR.10781**

<u>US-74</u>	<u>NC-41</u>	<u>NC-904</u>	<u>US-301</u>	<u>NC-71</u>	<u>NC-211</u>	<u>US501</u>	<u>NC-72</u>	<u>NC 83</u>
--------------	--------------	---------------	---------------	--------------	---------------	--------------	--------------	--------------

455	77	31	91	48	45	29	43	28
456	138	52	100	84	18	67	439	44
457	129	69	54	58	111	39	25	57
453	63	87	36	16	137		62	
452	42	113	109		102		440	
110	27	105	119		139			
33	141							
118	125							
14								
454								

**US-74**

465
466
70
72
55
476

<b><u>NC-711</u></b>	<b><u>NC 20</u></b>	<b><u>NC-130</u></b>	<b><u>NC-710</u></b>	<b><u>SR 1003</u></b>	<b><u>SR 1006</u></b>	<b><u>SR 1155</u></b>	<b><u>SR 1164</u></b>	<b><u>SR 1207</u></b>
19	51	21	76	130	154	96	484	485
	24	81	17	483				
		4	56					
		65						

<b><u>SR 1303</u></b>	<b><u>SR 1536</u></b>	<b><u>SR 1529</u></b>	<b><u>SR 1718</u></b>	<b><u>SR 1723</u></b>	<b><u>SR 1726</u></b>	<b><u>SR 1758</u></b>	<b><u>SR 2210</u></b>	<b><u>SR 2220</u></b>
447	148	151	169	167	162	152	490	512

<b><u>SR 2422</u></b>	<b><u>SR 2455</u></b>	<b><u>SR 2459</u></b>	<b><u>SR 2505</u></b>	<b><u>SR 2418</u></b>
131	104	86	510	488
			489	

**BRIDGE LOCATIONS  
ROBESON COUNTY  
SECONDARY - 6BPR.20781**

<b><u>SR 1001</u></b>	<b><u>SR 1002</u></b>	<b><u>SR-1003</u></b>	<b><u>SR-1004</u></b>	<b><u>SR 1005</u></b>	<b><u>SR-1006</u></b>	<b><u>SR 1101</u></b>	<b><u>SR 1122</u></b>	<b><u>SR 1131</u></b>
34	64	441	46	275	30	170	149	163
		180	50					166
		225						
		434						

<b><u>SR 1136</u></b>	<b><u>SR 1146</u></b>	<b><u>SR-1155</u></b>	<b><u>SR 1157</u></b>	<b><u>SR 1160</u></b>	<b><u>SR 1164</u></b>	<b><u>SR 1166</u></b>	<b><u>SR 1175</u></b>	<b><u>SR 1183</u></b>
407	143	482	432	433	172	477	418	380

<u>SR 1207</u>	<u>SR 1303</u>	<u>SR 1312</u>	<u>SR 1318</u>	<u>SR 1323</u>	<u>SR 1339</u>	<u>SR 1352</u>	<u>SR 1354</u>	<u>SR-1393</u>
13	40	205	238	413	197	221	203	153
	157		233	414				
	223							
	155							
<u>SR 1505</u>	<u>SR 1509</u>	<u>SR 1513</u>	<u>SR-1515</u>	<u>SR 1527</u>	<u>SR 1529</u>	<u>SR 1539</u>	<u>SR 1550</u>	<u>SR-1554</u>
37	231	228	369	207	300	430	173	202
38			239	210	299		174	201
				211			200	
<u>SR 1589</u>	<u>SR 1600</u>	<u>SR 1709</u>	<u>SR 1723</u>	<u>SR 1725</u>	<u>SR 1731</u>	<u>SR 1741</u>	<u>SR 1743</u>	<u>SR 1750</u>
442	175	320	6	3	302	399	11	35
						400		
<u>SR-1758</u>	<u>SR 1766</u>	<u>SR-1776</u>	<u>SR 1780</u>	<u>SR 1903</u>	<u>SR 1907</u>	<u>SR 1916</u>	<u>SR-1924</u>	<u>SR 1935</u>
9	213	217	314	P-405	7	20	59	61
					23			
<u>SR 1955</u>	<u>SR 2101</u>	<u>SR 2105</u>	<u>SR 2115</u>	<u>SR 2121</u>	<u>SR 2123</u>	<u>SR 2202</u>	<u>SR 2203</u>	<u>SR 2204</u>
26	435	422	41	66	276	103	P-443	73
				68				
				71				
<u>SR 2209</u>	<u>SR 2220</u>	<u>SR 2225</u>	<u>SR 2230</u>	<u>SR 2237</u>	<u>SR 2241</u>	<u>SR 2242</u>	<u>SR 2255</u>	<u>SR 2256</u>
79	78	114	88	94	279	85	112	298
<u>SR 2258</u>	<u>SR 2262</u>	<u>SR 2269</u>	<u>SR 2272</u>	<u>SR 2289</u>	<u>SR 2305</u>	<u>SR 2426</u>	<u>SR 2435</u>	<u>SR 2455</u>
265	116	108	115	419	431	80	134	133
270	117			420		381	136	121
							140	123
								132
<u>SR 2519</u>								
135								
142								

Bridge maps may be obtained from our web site at: <https://connect.ncdot.gov/resources/State-Mapping/Pages/County-Bridge-Maps.aspx>.

#### NCDOT INSPECTORS:

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

**PROJECT SPECIAL PROVISIONS****WORK ZONE TRAFFIC CONTROL****TRAFFIC CONTROL AND WORK ZONE SAFETY**

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

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

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

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

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

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

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

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

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

Use a lane closure (refer to the Roadway Standard Drawings Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any

time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

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

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

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

### **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. 7-19-22)

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 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.

All certification records for qualified work zone installers and flaggers shall be uploaded by the approved training agency or other 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.

**PROJECT SPECIAL PROVISIONS**

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

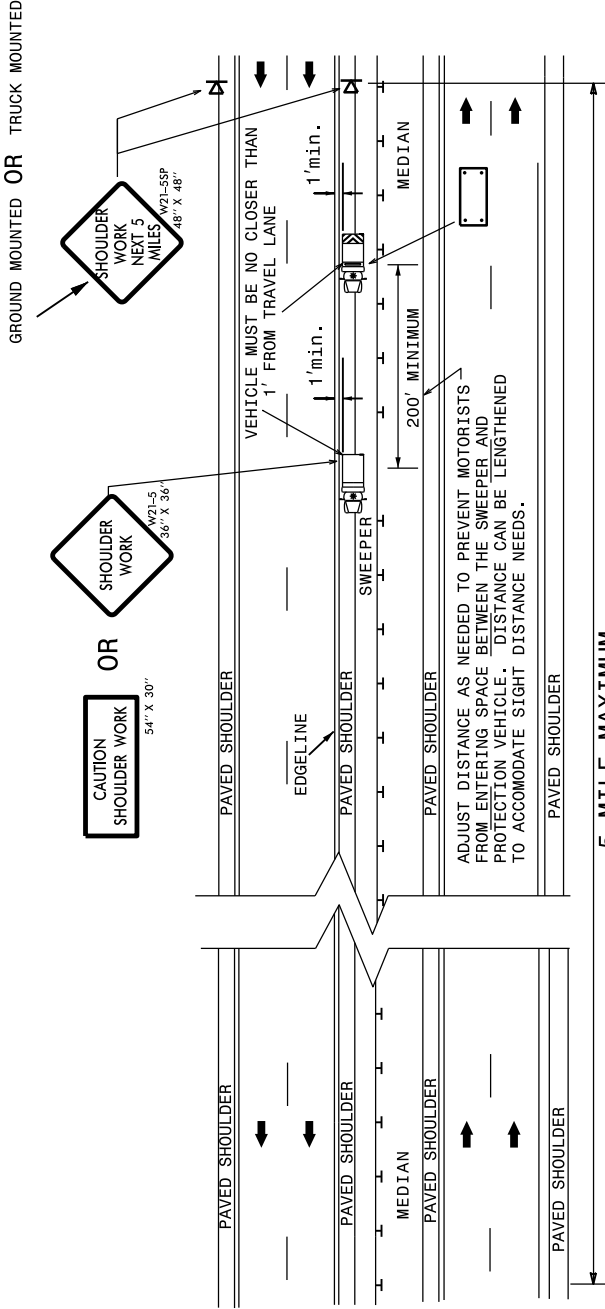
**GENERAL NOTES**

- 1- THE FOLLOWING OPTIONS MAY BE USED FOR ADVANCE WARNING SIGNS:
  - A. TRUCK MOUNTED SIGNS
  - B. TRUCK MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
  - C. GROUND MOUNTED ADVANCE WARNING SIGNS
  - D. GROUND MOUNTED CHANGEABLE MESSAGE SIGN (CMS)
- 2- ALL ADVANCE WARNING SIGNS MUST BE 48" X 48" WITH FLUORESCENT ORANGE TYPE VII OR HIGHER SHEETING. IF SPACE LIMITATIONS ON SHOULDER PROHIBIT A 48" X 48" SIGN, A SMALLER SIGN CAN BE USED WITH APPROVAL FROM ENGINEER.
- 3- SIGNS ON VEHICLES SHOULD BE MOUNTED AT A MINIMUM OF FIVE (5) FEET FROM THE GROUND AND SHOULD NOT BLOCK THE MOTORIST'S SIGHT OF THE FLASHING ARROW BOARD AND/OR LIGHTBAR.
- 4- GROUND MOUNTED ADVANCE WARNING SIGNS SHOULD BE MOUNTED A MINIMUM OF FIVE (5) FEET FROM THE GROUND TO BOTTOM OF SIGN.
- 5- SIGN SPACING SHOULD BE ADJUSTED FOR HORIZONTAL AND VERTICAL CURVES, ETC. TO IMPROVE SIGHT DISTANCES.
- 6- WHEN TRAVELING FROM ONE SIDE OF A BRIDGE TO ANOTHER, BOTH SWEEPER VEHICLE AND TMA MUST WAIT FOR A BREAK IN TRAFFIC AND MOVE OUT INTO THE TRAVELWAY SIMULTANEOUSLY TO GET TO THE OTHER SIDE.
- 7- TOTAL DISTANCE BETWEEN FIRST AND LAST VEHICLE IN CARAVAN SHOULD NOT EXCEED ONE (1) MILE IN LENGTH.
- 8- SIGN W21-5BL "LEFT SHOULDER CLOSED AHEAD" OR W21-5BR "RIGHT SHOULDER CLOSED AHEAD" SHOULD BE PLACED ON BACK OF PROTECTION VEHICLE APPROPRIATELY IN MULTILANE DIVIDED TRAFFIC SO VEHICLES APPROACHING FROM REAR ARE NOTIFIED OF OPERATION.
- 9- RADIO COMMUNICATION BETWEEN VEHICLES IS REQUIRED.
- 10- USE OF A LIGHT SYSTEM ON ALL VEHICLES IS REQUIRED (REFER TO ROADWAY STANDARD DRAWING 1165.01, SHEET 1 OF 1).
- 11- USE "CAUTION SHOULDER WORK" SIGN ON REAR OF SWEEPER.
- 12- IF WORK IS PERFORMED AT NIGHT, THE WORK AREA MUST BE ILLUMINATED WITH MACHINE AND/OR TOWER LIGHTS AS APPROVED BY THE ENGINEER.
- 13- IF USING GROUND MOUNTED ADVANCE WARNING SIGNS OR STATIONARY CMS, THE TOTAL DISTANCE BETWEEN THE FIRST ADVANCE WARNING SIGN OR CMS AND SWEEPER VEHICLE SHOULD NOT EXCEED FIVE (5) MILES AND SIGN W21-SSP SHOULD READ "SHOULDER WORK NEXT 5 MILES".

**LEGEND**

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

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



5 MILE MAXIMUM

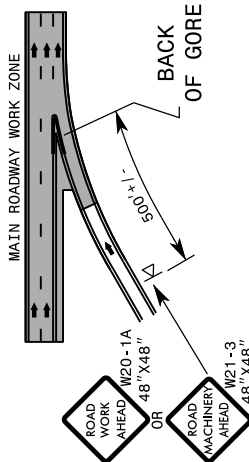
**SHOULDER SWEEPING OPERATION**  
MULTILANE DIVIDED FACILITIES

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

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

**ENTRANCE RAMPS**

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











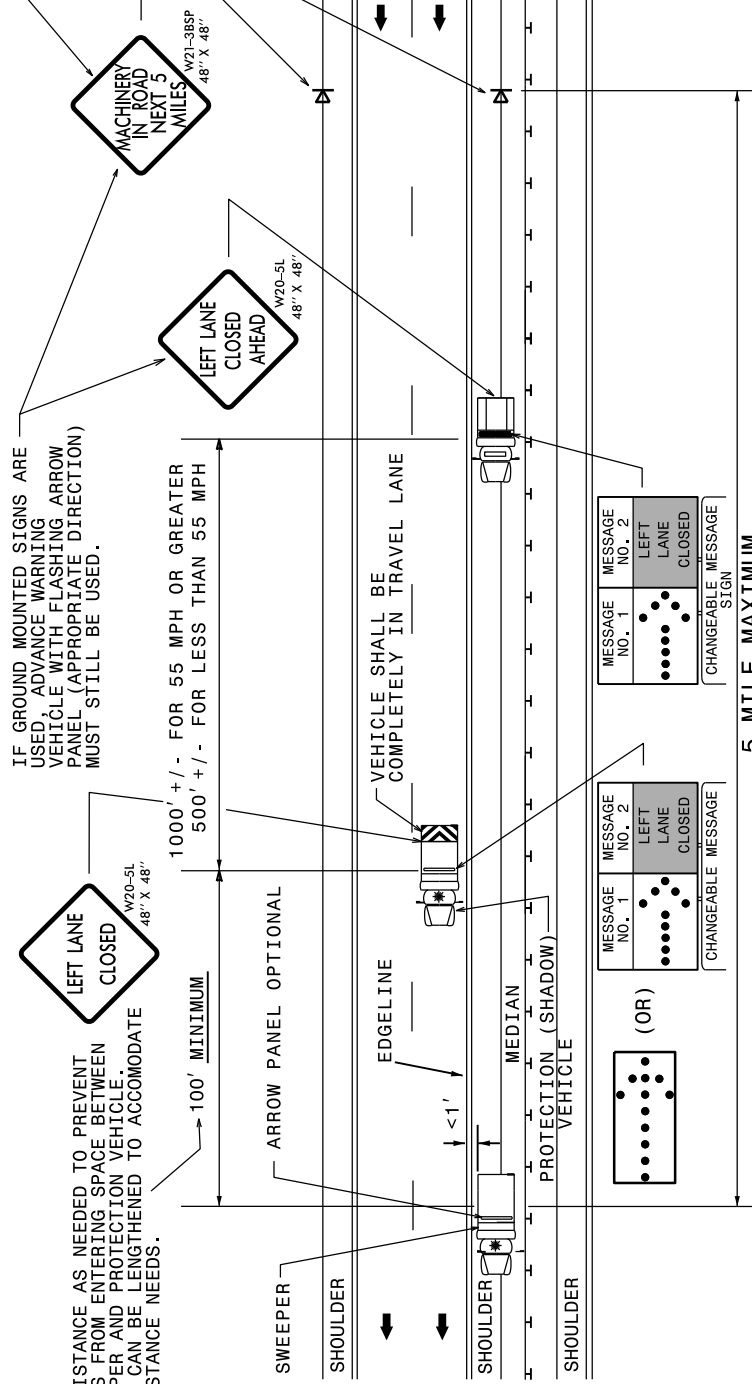
**GENERAL NOTES**

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

**LEGEND**

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

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



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

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

5 MILE MAXIMUM

# SHOULDER SWEEPING OPERATION

MULTILANE DIVIDED FACILITIES  
IN AREAS WITH LIMITED SHOULDER AND GUARDRAIL

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

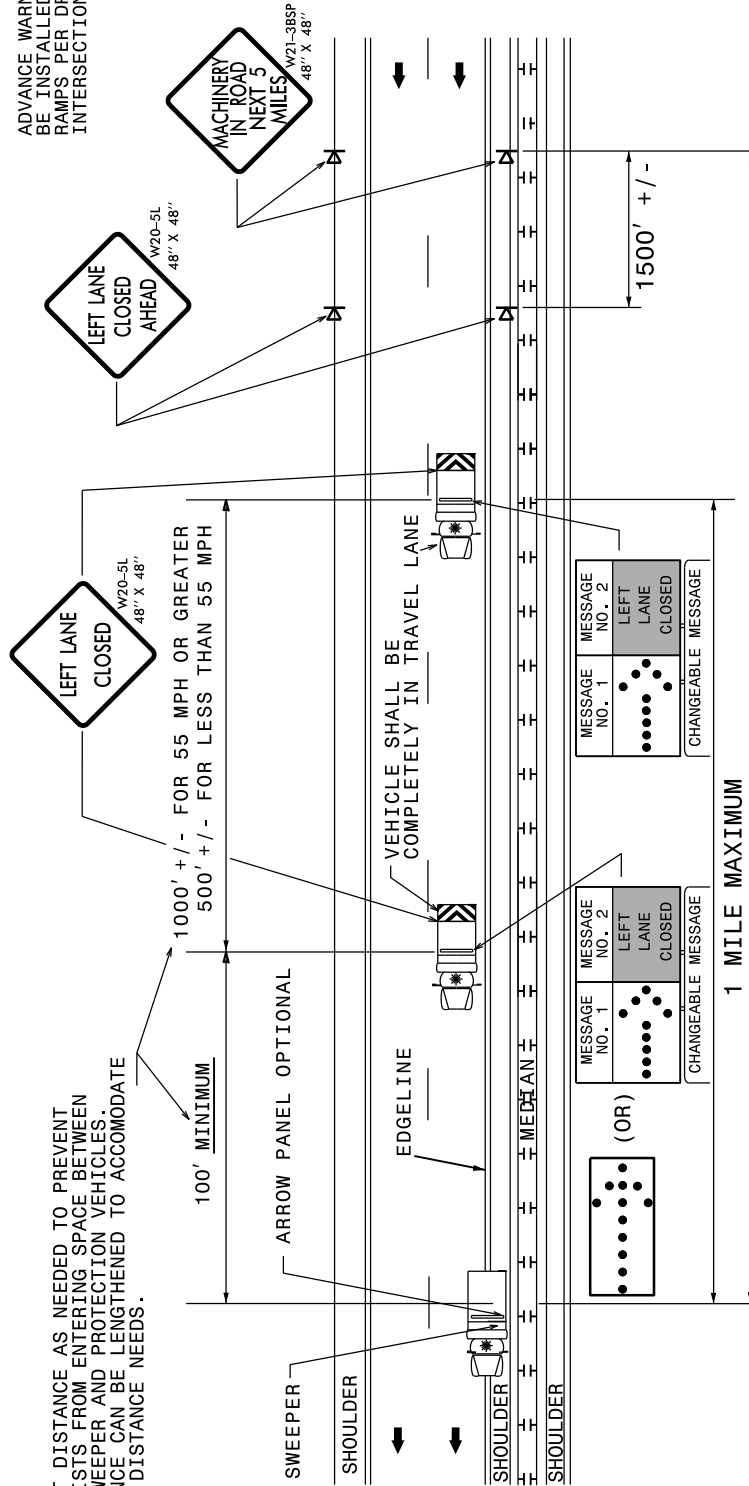
**DRAWING 2 OF 4**  
IMPLEMENTATION DATE: 11/05/01  
REVISED: 06/06/12

**GENERAL NOTES**

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

**LEGEND**

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



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

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

# SHOULDER SWEEPING OPERATION

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

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






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

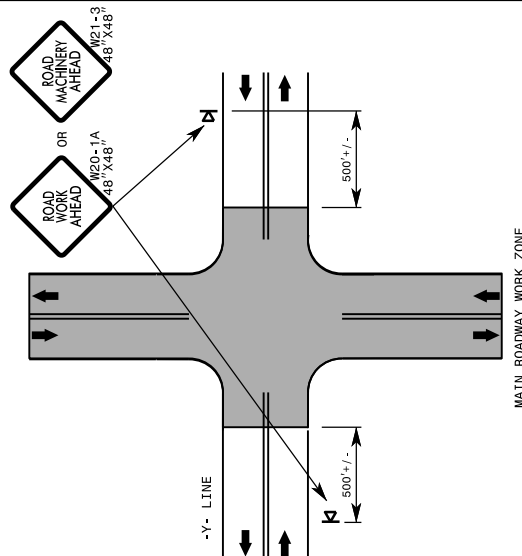
**GENERAL NOTES**

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

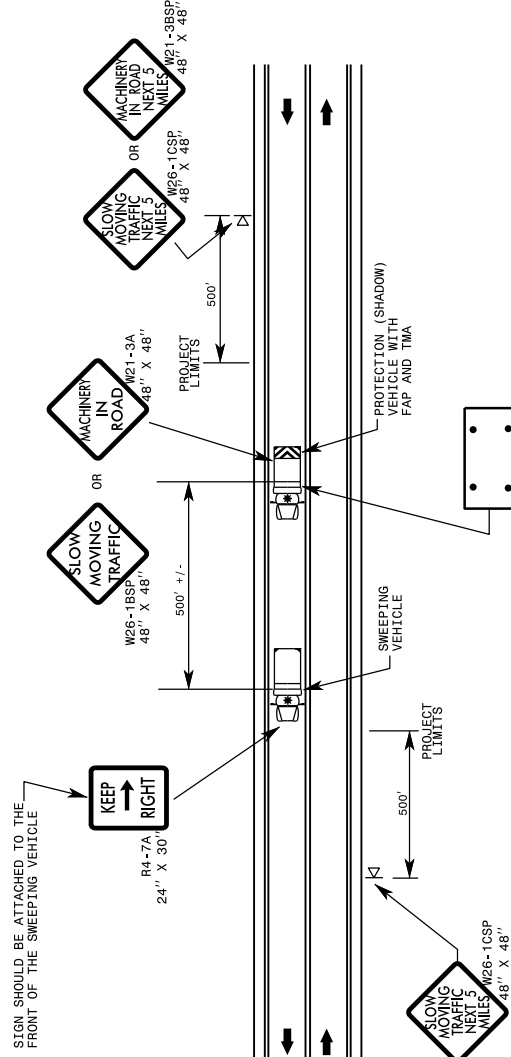
- 6- ADJUST DISTANCE AS NEEDED TO PREVENT MOTORISTS FROM ENTERING SPACE BETWEEN THE APPLICATION AND PROTECTION VEHICLE. DISTANCE CAN BE LENGTHENED TO ACCOMMODATE SIGHT DISTANCE NEEDS.
- 7- WORK ZONE SHOULD NOT EXCEED FIVE (5) MILES IN LENGTH. ROUND UP MILEAGE TO NEXT WHOLE MILE.
- 8- RADIO COMMUNICATION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

**LEGEND**

-  PORTABLE SIGN. SIGNS MUST BE NCHRP-350 AND NCDOT APPROVED.
-  DIRECTION OF TRAFFIC FLOW
-  SWEEPING VEHICLE
-  PROTECTION VEHICLE WITH TRUCK MOUNTED ATTENUATOR (TMA). MUST BE 186-MPHY APPROVED.
-  FLASHING ARROW BOARD, TYPE "C" (96" X 48" MIN.), "CAUTION MODE"



-Y- LINES



-L- LINES

# SHOULDER SWEEPING OPERATION

TWO-LANE TWO-WAY ROADWAYS

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

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

**EXECUTION OF BID**

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

**CORPORATION**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

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

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

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

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

**CORPORATE SEAL**

**EXECUTION OF BID**

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

**PARTNERSHIP**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

\_\_\_\_\_  
Full Name of Partnership

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

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

By

\_\_\_\_\_  
Signature of Partner

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

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

**EXECUTION OF BID**

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

**LIMITED LIABILITY COMPANY**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

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

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

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

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

**EXECUTION OF BID**

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

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

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

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

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

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal* and

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

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

Signature of Witness or Attest By Signature of Contractor

Print or type Signer's name Print or type Signer's name

*If Corporation, affix Corporate Seal*

**EXECUTION OF BID**

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

\_\_\_\_\_

Individual name

Trading and doing business as

\_\_\_\_\_

Full name of Firm

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

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

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

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

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



**EXECUTION OF BID**

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

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

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

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

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_  
Print or type name

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

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

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

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

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

**DEBARMENT CERTIFICATION**

Conditions for certification:

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

**DEBARMENT CERTIFICATION**

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

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

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

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

Check here if an explanation is attached to this certification.

**EXECUTION OF CONTRACT**

**Contract No: D6BR.SBE.012**

**County: Bladen, Columbus, Cumberland, Harnett & Robeson**

ACCEPTED BY THE DEPARTMENT

---

**Proposals Engineer**

---

Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

---

**Proposals Engineer**

---

Date

Signature Sheet (Bid) - ACCEPTANCE SHEET

**ADDENDUM(S)**

ADDENDUM #1

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #1.

ADDENDUM #2

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #2.

ADDENDUM #3

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

representing \_\_\_\_\_

Acknowledge receipt of Addendum #3.

North Carolina Department of Transportation

CONTRACT BID FORM

CONTRACT NO.: D6BR.SBE.012

WBS ELEMENT NO.: 6BPR.10091, ETC.

COUNTY: Bladen, Columbus, Cumberland, Harnett, & Robeson

DESCRIPTION: Debris Removal & Sweeping of Bridges

ITEM	SEC	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
10	SP	Debris Removal and Sweeping	900	HR		

\*\*\* Unit Prices Must Be Limited To Two (2) Decimal Places \*\*\*

***TOTAL BID:*** \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

Federal Identification Number \_\_\_\_\_ Contractors License Number \_\_\_\_\_

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

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

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

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

Point of Contact for Post Bid Inquiries (e.g., Letters of Intent, Insurance, Bonds, Contract Execution, etc.):

Name \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_