

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION 9

**PROPOSAL**

**DATE AND TIME OF BID OPENING: SEPTEMBER 25, 2019 AT 2:00 PM**

**CONTRACT ID: D9-SWEEP-2019**

**WBS ELEMENT NO.: VARIOUS**

**FEDERAL AID NO.: N/A**

**COUNTY: Davidson, Forsyth and Rowan Counties**

**TIP NO.: N/A**

**MILES: N/A MILES**

**ROUTE NO.: VARIOUS**

**LOCATION: VARIOUS ROUTES IN DAVIDSON, FORSYTH, AND ROWAN**

**★ TYPE OF WORK: SWEEPING ★**

**NOTICE:**

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

**THIS IS A ROADWAY PROJECT.**

**BID BONDS ARE NOT REQUIRED.**

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

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

**PROPOSAL FOR THE CONSTRUCTION OF  
CONTRACT No. D9-SWEEP-2019 IN DAVIDSON, FORSYTH AND ROWAN COUNTIES,  
NORTH CAROLINA  
SEPTEMBER 4, 2019  
DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **D9-SWEEP-2019**; has carefully examined the plans and specifications, which are acknowledged to be part of the proposal, the special provisions, the proposal, the form of contract, and the forms of contract payment bond and contract performance bond; and thoroughly understands the stipulations, requirements and provisions. The undersigned bidder agrees to bound upon his execution of the bid and subsequent award to him by the Department of Transportation in accordance with this proposal to provide the necessary contract payment bond and contract performance bond within fourteen days after the written notice of award is received by him. The undersigned Bidder further agrees to provide all necessary machinery, tools, labor, and other means of construction; and to do all the work and to furnish all materials, except as otherwise noted, necessary to perform and complete the said contract in accordance with *the 2018 Standard Specifications for Roads and Structures* by the dates(s) specified in the Project Special Provisions and in accordance with the requirements of the Engineer, and at the unit or lump sum prices, as the case may be, for the various items given on the sheets contained herein.

The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **D9-SWEEP-2019** in **Davidson, Forsyth and Rowan Counties**, for the unit or lump sum prices, as the case may be, bid by the Bidder in his bid and according to the proposal, plans, and specifications prepared by said Department, which proposal, plans, and specifications show the details covering this project, and hereby become a part of this contract.

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

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

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

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

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

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid. **NO BID BONDS REQUIRED.**

**TRADITIONAL PAPER BIDS:**

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
3. 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 TWO decimal places.
4. 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.
5. 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.
6. 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.
7. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal should include it on the bid.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
9. 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.
10. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 375 Silas Creek Parkway, BY 2:00 PM ON SEPTEMBER 25, 2019.**

11. The sealed bid must display the following statement on the front of the sealed envelope:

**Name and Address of Company and:**

**“CONTRACT #D9-SWEEP-2019 – SWEEPING ON VARIOUS ROUTES IN DAVIDSON, FORSYTH, AND ROWAN TO BE OPENED AT 2:00 PM ON SEPTEMBER 25, 2019.”**

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

**N. C. DEPARTMENT OF TRANSPORTATION**

**ATTN: Jeff Turner**

**375 Silas Creek Parkway**

**Winston Salem, NC 27127**

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

This contract is for SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN DAVIDSON, FORSYTH AND ROWAN COUNTIES.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the current edition of the North Carolina Department of Transportation Standard Specifications for Roads and Structures, the current edition of the North Carolina Department of Transportation Roadway Standards Drawings, the current NCDOT Superpave Manual, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

**The following is the link to the current edition of the NCDOT**

**“Standard Specifications for Roads and Structures” and “Roadway Standard Drawings”**

<https://connect.ncdot.gov/resources/Specifications/StandSpecLibrary/2018%20Standard%20Specifications%20for%20Roads%20and%20Structures.pdf>.

<https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway-Standard-Drawings.aspx>.

**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 current edition of the Standard Specifications for Roads and Structures.**

**BIDS OVER LIMIT:**

(08-01-16)

SPD 01-400

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

**DIVISION LET CONTRACT PREQUALIFICATION:**

(07-01-14)(12-1-16)

SPD 01-410

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

Prior to performing the work, the prime contractor and/or subcontractor(s) shall be prequalified in the work code(s) which are identified as work items in the prime contractor’s construction progress schedule that they will complete themselves. Any contractor identified as working outside their expertise may be considered in default of contract.

**BOND REQUIREMENTS – No Bonds Required**

(06-01-16)

SPD 01-420B

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

**CONTRACT TIME**

**The date of availability for this contract is the date of execution of the purchase order.**

**The completion date for this contract is SEPTEMBER 30, 2020.**

**TERM OF CONTRACT**

The Contractor shall submit a bid for one year. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year with a maximum of three (3) years total. No changes in terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing before the completion of the current contract if the contract is to be extended. The Contractor must notify the Engineer in writing within forty-five (45) days of the original contract completion date of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as rejection of contract extension. No extension will be authorized except as authorized by Article 108-10 of the Standard Specifications or as stated above.

The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date. No work will be permitted and no purchase order will be issued until all required bonds and pre-requisite conditions and certifications have been satisfied.

**REJECTION OF UNBALANCED BIDS**

Section 101-3 of the Standard Specifications defines an unbalanced bid price as a unit or lump sum bid price that does not reflect reasonable actual costs that the bidder anticipates for the performance of the item in question along with a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Section 102-14 of the Standard Specifications states that:

Any bid including any unit or lump sum bid price that is unbalanced to the potential detriment of the Department will be considered irregular and may be rejected. In the event the Board determines it is in the best public interest to accept such irregular bid, it may award the contract based on such bid subject to the requirements of Subarticle 109-4(C).

**COLLUSION**

Collusion can be defined as a non-competitive agreement between two or more entities that attempt to gain an unfair advantage over others by fraud or other illegal means that are prohibited by law. The North Carolina Department of Transportation does not tolerate collusion or other fraudulent bidding activities and reserves the right to reject any and all bids that may be interpreted as to present the appearance of collusion, fraud, or any other bid-rigging activity in accordance with Subarticle 102-15(F).

**CPI (PRICE ADJUSTMENT)**

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application by the contractor, or sixty (60) days prior to the end of each contract period, the renewal contract may be adjusted to reflect the adjustment in the Consumer Price Index for the previous twelve (12) month period as published by the US Bureau of Labor Statistics. If the amount of the requested adjustment is more than ten (10) percent, the Department of Transportation reserves the right to cancel this contract.

<https://www.bls.gov/cpi/home.htm>.

The CPI will be determined from a 12-month period. Example below:

Year	J	F	M	A	M	J	J	A	S	O	N	D
2009	211.1	212.2	212.7	213.2	213.8	215.7	215.3	215.8	215.9	216.2	216.3	215.9
2010	216.7	216.7	217.6	218.0	218.2	217.9	218.0	218.3	218.4	218.7	218.8	219.2
2011	220.2	221.3	223.4	224.9	225.9	225.7	225.9	226.6	226.9	226.4	226.2	225.7
2012	226.7											

CPI for current period	226.7
Less CPI for previous period	<u>220.2</u>
Equals index point change	6.5
Divided by previous period CPI	220.2
Equals	0.0295
<b>Result multiplied by 100</b>	<u>0.0295 x 100</u>
Equals percentage change	2.95 %

All line items in this contract will be adjusted by the calculated percentage at the time of renewal for CPI (Price Adjustment).

### **MAINTENANCE OF THE PROJECT**

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications for Roads and Structures, dated Jan. 2018.

### **DAMAGES**

Any damages to adjacent shoulders, medians, paved areas, utilities, property owners, or other facilities that may occur during the prosecution of work shall be at the Contractor's expense.

### **MISCELLANEOUS**

All work items necessary to complete the work other than listed on the "Bid Proposal Form" will be considered incidental in nature and no further compensation will be made. Any work performed in an unsatisfactory manner could be basis for cancellation of the contract.

All work performed by the Contractor shall be in compliance with the Standard Specifications and Workmanship/Appearance done to the satisfaction of the Engineer.

### **DEFAULT OF CONTRACT**

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

### **AUTHORITY OF THE ENGINEER**

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



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

**BANKRUPTCY**

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

**AVAILABILITY OF FUNDS – CONTRACT TERMINATION**

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, 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.

**TEMPORARY SUSPENSION OF WORK**

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor’s failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor’s failure to perform any provisions of the contract.

**CONTRACT BID QUANTITIES**

Contractor shall note that the contract quantities are used for figuring the lowest responsible bidder only. No minimum amount of work is guaranteed under this contract.

**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. 6-19-18)

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>
2020	(7/01/19 - 6/30/20)	34% of Total Amount Bid
2021	(7/01/20 - 6/30/21)	33% of Total Amount Bid
2022	(7/01/21 - 6/30/22)	33% of Total Amount Bid

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

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

(10-16-07)(Rev. 2-19-19)

102-15(J)

SP1 G67

**Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Forms and Websites Referenced in this Provision**

*Payment Tracking System* - On-line system in which the Contractor enters the payments made to MBE and WBE subcontractors who have performed work on the project.  
<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>

*DBE-IS Subcontractor Payment Information* - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.  
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf>

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

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

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

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

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

*Subcontractor Quote Comparison Sheet* - Spreadsheet for showing all subcontractor quotes in the work areas where MBEs and WBEs quoted on the project. This sheet is submitted with good faith effort packages.  
<http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls>

### **Combined MBE/WBE Goal**

The Combined MBE/WBE Goal for this project is **0 %**

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

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

- (1) *If the anticipated MBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that MBEs participate in at least the percent of the contract as set forth above.

(2) *If the anticipated MBE participation is zero*, the Contractor shall make an effort to recruit and use MBEs during the performance of the contract. Any MBE participation obtained shall be reported to the Department.

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

(1) *If the anticipated WBE participation is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that WBEs participate in at least the percent of the contract as set forth above.

(2) *If the anticipated WBE participation is zero*, the Contractor shall make an effort to recruit and use WBEs during the performance of the contract. Any WBE participation obtained shall be reported to the Department.

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

**Directory of Transportation Firms (Directory)**

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

<https://www.ebs.nc.gov/VendorDirectory/default.html>

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

**Listing of MBE/WBE Subcontractors**

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

(A) Electronic Bids

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

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

**MBE or WBE Prime Contractor**

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

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

**Written Documentation – Letter of Intent**

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

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

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

**Banking MBE/WBE Credit**

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

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

**Submission of Good Faith Effort**

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

One complete set and **3** copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.



- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
  - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.

- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at [BOWD@ncdot.gov](mailto:BOWD@ncdot.gov) to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

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

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

### **Non-Good Faith Appeal**

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

**Counting MBE/WBE Participation Toward Meeting the Combined MBE/WBE Goal**

## (A) Participation

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

## (B) Joint Checks

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

## (C) Subcontracts (Non-Trucking)

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

## (D) Joint Venture

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

## (E) Suppliers

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

WBE regular dealer and 100 percent of such expenditures from a MBE or WBE manufacturer.

(F) Manufacturers and Regular Dealers

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

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

**Commercially Useful Function**

(A) MBE/WBE Utilization

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

**(B) MBE/WBE Utilization in Trucking**

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

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

of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. This type of lease may count toward the MBE/WBE's credit as long as the driver is under the MBE/WBE's payroll.

- (7) Subcontracted/leased trucks shall display clearly on the dashboard the name of the MBE/WBE that they are subcontracted/leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

### **MBE/WBE Replacement**

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

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

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

- (a) The listed MBE/WBE subcontractor fails or refuses to execute a written contract;
- (b) The listed MBE/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the MBE/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (c) The listed MBE/WBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (d) The listed MBE/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (e) The listed MBE/WBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- (f) The listed MBE/WBE subcontractor is not a responsible contractor;
- (g) The listed MBE/WBE voluntarily withdraws from the project and provides written notice of withdrawal;

- (h) The listed MBE/WBE is ineligible to receive MBE/WBE credit for the type of work required;
- (i) A MBE/WBE owner dies or becomes disabled with the result that the listed MBE/WBE contractor is unable to complete its work on the contract;
- (j) Other documented good cause that compels the termination of the MBE/WBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a MBE/WBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the MBE/WBE contractor was engaged or so that the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the

Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).

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

### **Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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



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

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

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

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

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

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

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

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

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

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

**Failure to Meet Contract Requirements**

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

**OUTSOURCING OUTSIDE THE USA:**

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

SP1 G150

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

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

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

## **PROJECT SPECIAL PROVISIONS**

### **ROADWAY**

#### **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 hour 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.

#### **PROSECUTION OF WORK**

Upon approval of the contract, the Contractor will start each cycle shown in "Description of the Work" under the Project Special Provisions in a timely manner. In no event shall a cycle of sweeping be initiated without the completion of the cycle in progress.

#### **OPERATION OF EQUIPMENT**

The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Insofar as possible, the equipment wheels are to remain off the travel way during sweeping operations. The work is to be a continuous operation with no lane closures. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

#### **"ROUTINE" SWEEPING PER SHOULDER MILE**

This item consists of the sweeping, cleaning, and removing of any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses, and other accumulated material or foreign matter. Material will be swept from paved shoulders, paved shoulders next to barrier walls, curb and gutter, ramps, in "Project Special Provisions". **Disposal of collected debris is the Contractor's responsibility.**

The cleaning, removing or picking up by brooming, suction process or other approved method of all foreign matter from designated pavement areas and the disposal of such matter at a location outside of the right-of-way and into a State approved landfill. The designated area is a swath adjacent to a barrier wall or adjacent to the outside edge of the paved shoulder. A swath begins at the barrier wall, curb, the outside edge of a paved shoulder, the bridge curb/rail and shall be a minimum width of eight (8) feet in width.

**ADDITIONAL SWEEPING PER SHOULDER MILE**

This item consists of the sweeping, cleaning, and removing of any material not intentionally attached or bonded to the shoulder pavement surface which is not required for the operation or maintenance of the highway including, but not limited to, any loose aggregates, any undesirable grasses, and other accumulated material or foreign matter. Materials will be swept from adjacent roadways, for short distances, intersecting the system roadways shown in "Description of the Work". **Disposal of collected debris is the Contractor's responsibility.**

Any sweeping required to be done which is not part of "routine" sweeping. Additional sweeping will be performed only when and as directed by the Engineer.

**CYCLE**

A cycle is one complete sweeping of the State Highway System mileage shown in "Description of the Work".

**RESPONSIBILITY FOR DAMAGE CLAIMS**

The Contractor shall indemnify and save harmless the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims by any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract.

**PROTECTION AND RESTORATION OF PROPERTY**

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

The Contractor shall conduct his operations to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, WRONG WAY, etc.) suffer any damage, the Engineer or his representative shall be notified no later than 9:00am the same workday. Damage to STOP signs shall be repaired by the Contractor immediately and reported to the Engineer no later than 9:00am that workday. Such signs may be repaired or replaced by the Department at the Contractor's expense.

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

**INSPECTION**

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

**BASIS OF ACCEPTANCE**

It is intended that the work will be completed in a neat, workmanlike manner. These specifications and special provisions are end-result oriented. Although the main purpose of this contract is to accomplish road sweeping

operations on State roadways as approved by the Engineer, the Contractor will encounter objects larger than what a vacuum or mechanical sweeper can remove. Objects such as, but not limited to, tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, etc. may be encountered by the Contractor. At such time the Contractor shall remove these objects by hand and dispose of at approved site if vacuum or mechanical means are unsuccessful.

### **METHOD OF MEASUREMENT**

The quantity of routine sweeping to be paid for will be the actual number of shoulder miles swept. Highway mileage will be determined from NCDOT county maintenance maps, except in the case of dispute or obvious error, when actual mileage shall be measured. Normally, one map mile of two lane or multi-lane undivided highway shall equal two (2) shoulder miles and one map mile of multi-lane divided highway with grassed median shall equal four (4) shoulder miles.

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

The quantity of additional sweeping to be paid for will be the actual number of miles, measured along the surface of the ground, which has been swept at the direction of the Engineer.

### **BASIS OF PAYMENT**

The quantity of routine and additional sweeping, measured as provided above, will be paid for at the contract unit price per shoulder mile for routine sweeping and additional sweeping for the various highway systems.

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

Payments will be made to the Contractor for work accomplished and accepted.

### **RIGHT OF THE CONTRACTOR TO FILE CLAIM**

If a dispute arises over payment under the terms of this contract, the Contractor shall notify the Department in writing of his intent to file a claim. Such notice shall be given within 30 days of the end of the month in which the dispute arose.

If notice of intent has been given, the Contractor may submit a written claim for such amounts he deems himself entitled to. The claim shall be submitted to the Engineer within 30 calendar days of the end of the annual contract period.

If the Contractor fails to receive such settlement as he claims to be entitled to, the Contractor may submit a written and verified claim to the State Highway Administrator. The claim shall be submitted within 60 days from the time the Contractor received notice of findings from the Engineer.

Settlement of the claim shall be governed by G.S. 136-29.

### **NIGHT OPERATIONS**

The Contractor may, with the approval of the Engineer, conduct his operations during night hours. For the purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Engineer or his representative, is insufficient to safely and effectively perform contract operations.

If the Contractor elects to perform any phase of this contract during night hours, he shall submit, in writing, to the Engineer, a full and complete plan for traffic control and construction lighting which shall be approved prior to beginning construction.

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

### **HOURS OF WORK**

Sweeping schedules shall be arranged to afford minimum interference with peak traffic hours. Road sweeping should be performed Sunday night through Friday morning between the hours of 9:00pm and 6:00am and Saturday and Sunday between the hours of 3:00am and 12:00 noon on specified roads listed as a Primary Divided on the attached list. All other routes as listed on the attached list can be swept any time as approved by the Engineer. Routine sweeping shall not be performed the night before a holiday or the holiday night(s). The contractor may submit an alternate schedule ("Special Schedule") in writing to the Engineer for his written approval. Friday night and Saturday night sweeping schedules will be considered by the Engineer in extenuating circumstances.

The Department shall at its discretion, establish and/or change schedules because of citizen complaints of noise or similar discomforts affecting their homes or buildings adjacent to the roadway facility. Also, special events may delay or cause the postponement of sweeping on a given night or period of time. No work is to be performed during adverse weather such as heavy rain, fog, high winds, snow and ice storms, and other inclement weather conditions.

### **STATE HIGHWAY SYSTEM**

The State Interstate System shall include all portions of the State Highway System located outside municipal corporate limits, which are designated by Interstate numbers. The State Primary System shall include all portions of the State Highway System located outside municipal corporate limits, which are designated by SR numbers. The State Urban System shall include all systems of the State Highway System located within municipal corporate limits. The location list provided with this contract is intended to give a representation of the roads to be swept; this list maybe modified at any time by the Engineer.

### **POLICY**

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

### **SAFETY**

All sweeping operations shall be accomplished "with" or in the same direction as the traffic flow. Sweeping against or opposing the traffic **SHALL NOT** be permitted. If an accident occurs as a result of or in the vicinity of the sweeping operation, the Contractor shall be responsible for notifying the Engineer by telephone the next work day, before 9:00am.

The sweeping operations shall not cause material to be thrown into a travel lane. Material shall not be swept across a travel lane.

### **EQUIPMENT REQUIREMENTS**

The Contractor shall furnish equipment of sufficient type, capacity and quantity to safely and efficiently perform the sweeping work as specified using Standard 1101.02. The Contractor shall display the company name on each piece of equipment.

All equipment and work zones shall comply with Standard 1101.02 of the *January 2018 Roadway Standard Drawings*.

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 operations shall be of industrial quality and utilize a brush/mechanical type debris collection mechanism.

All sweepers shall have minimum capacity of four (4) 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 capacity of any proposed equipment.

All vehicles used by the Contractor must be performance worthy by visual and operational inspection and by of Industrial type equipment.

The impact attenuator shall meet all NCHRP 350 Standards along with manufacturer's requirements.

Support vehicle, 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 the sweeper truck.

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

Signs, lights, safety 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.

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

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

### **REMOVAL AND 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.

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

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

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

### **QUALITY**

Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Engineer's Inspector.

Any deficiency in the contractor's performance shall be corrected by the Contractor no later than seventy-two (72) hours following receipt of such notice.

The Department of Transportation's Inspector shall maintain a daily log of completed work and will verify completion of the Contractor's work with the Contractor upon completion of a cycle.

In the event a road rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of cleaning cycle will be deleted from the appropriate list at the direction of the Department. The section(s) of roads deleted may be re-entered at the first scheduled cycle following completion of the road rehabilitation or improvement project.

Prior to re-entering any such road (rehabilitation or improvement project) into the cycle, a field inspection shall be made by department personnel and the contractor to determine what cleaning will be required by others. In no event will the sweeping contractor be allowed additional compensation by the Department for initial cleaning of a re-entered road following a rehabilitation or improvement construction project.

### **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.

Flaggers stationed at each end of the work zone shall control traffic movements through lane closures on roads with two-way traffic. 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 sub-article 108-7(b) of the Standard Specifications.

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



**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.1-15-19)

Z-4

Revise the *2018 Standard Specifications* as follows:

**Division 6**

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

**Division 7**

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

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

**Division 10**

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

**Page 10-162, 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

**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.

**TANDARD SPECIAL PROVISION**

**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

**(a) Compliance with Regulations**

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

**(b) Nondiscrimination**

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

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

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

**(d) Information and Reports**

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

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

(e) Sanctions for Noncompliance:

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

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

(f) Incorporation of Provisions

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

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

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

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

3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:
 

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

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

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

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

    - (i) The date of the alleged act of discrimination; or

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

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

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

4. Format for Complaints

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

5. Discrimination Complaint Form

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

6. Complaint Basis

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

**TABLE 103-1  
COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin <i>(Limited English Proficiency)</i>	Place of birth. Citizenship is not a factor. <i>(Discrimination based on language or a person’s accent is also covered)</i>	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.



	<i>Note: Sex under this program does not include sexual orientation.</i>		
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion/ Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> 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.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

**(3) Pertinent Nondiscrimination Authorities**

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

- 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.



**NON-COLLUSION, DEBARMENT 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 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 Corporation

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

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

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

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

Date of Execution \_\_\_\_\_

**CORPORATE SEAL**



**NON-COLLUSION, DEBARMENT 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

Date of Execution \_\_\_\_\_

**NON-COLLUSION, DEBARMENT 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*

Date of Execution \_\_\_\_\_

**NON-COLLUSION, DEBARMENT 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

Date of Execution \_\_\_\_\_

**NON-COLLUSION, DEBARMENT 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

Date of Execution \_\_\_\_\_

## 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.



Forsyth COUNTY

Who Ever Company

NAME OF BIDDER

### LISTING OF MBE & WBE SUBCONTRACTORS

Sheet   1   of   5  

FIRM NAME AND ADDRESS	MBE or WBE	ITEM NO.	ITEM DESCRIPTION	*AGREED UPON UNIT PRICE	**DOLLAR VOLUME OF ITEM
Xyz Truck Hauling Company	WB	3	Xyz Trucks Hauling Material	\$65/hr	\$7,000.00
0000 Somewhere Street			Tandem	\$68/hr	
Winston-Salem, NC 27103			Triaxle	\$75/hr	
Mr/Ms XYZ					
(336) 222-3333					
Xyz Company	WB	5	XYZ Performing Same Type	\$50/LF	\$1,000.00
0000 Pending Street			Of LF Work		
Salisbury, NC 11111					
Mr/Ms XYZ					
(704)444-6666					
ABC Company	MB	7	ABC Structure Adjustment	\$500/ea	\$12,000.00
0000 Somewhere Street			Concrete		
Lexington, NC 27292			Asphalt		
Mr/Ms XYZ					
(336)555-6666					
CDF Company	MB	15	CDF Whatever Material	\$85/TN	\$4,000.00
0000 Somewhere Street					
Mocksville, NC 27103					
Mr/Ms XYZ					
(336)333-4444					
				<b>EXAMPLE TOTAL CONTRACT PRICE</b>	<b>\$400,000.00</b>
				Total Dollar Committed for MBE Subcontractor	\$16,000.00
				MBE Percentage of Total Contract Bid Price	4%
				Total Dollar Committed for WBE Subcontractor	\$8,000.00
				WBE Percentage of Total Contract Bid Price	2%

\*\*\*This form **shall be** included with bid submittal. Failure to complete will result in nonresponsive bid and **shall** be rejected.\*\*\*





**State of North Carolina  
Department of Transportation  
Subcontractor Payment Information**

Submit with Invoice

Firm Invoice No. Reference 1231  
 NCDOT PO/Contract Number 360001234  
 WBS No. (State Project No.) 40491  
 Date of Invoice 12/11/2007  
 Signed John Doe

**EXAMPLE**

Invoice Line Item Reference (from PO)	Payer Name	Payer Federal Tax Id	Subcontractor / Subconsultant/ Material Supplier Name	Subcontractor / Subconsultant / Material Supplier Federal Tax Id	Amount Paid To Subcontractor / Subconsultant / Material Supplier This Invoice	Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice
<b>Example 1</b>						
10	XYZ Trucking	123-45-6789	ABC Company	987-65-4312	\$ 7,000.00	11/16/2007
60	CDF Company	456-78-9123	DEF Paving	789-12-3456	\$ 1,000.00	11/17/2007

**If no Subcontracto/Subconsultant participation, please submit form as shown below in Example 2**

<b>Example 2</b>						
N/A					0.00	

	<b>Example 1</b>	<b>Example 2</b>
<b>Total Amount Paid to Subcontractor Firms</b>	\$ 8,000.00	0.00

**NOTE:** - These documents are scanned into our Fiscal program. Please do not highlight or shade the figures.

I certify that this information accurately reflects actual payments made and the dates the payments were made to Subcontractors/  
Subconsultants/Material Suppliers on the above referenced project.

Signature	<u>John Doe</u>	Title	<u>Owner</u>
Print Name	<u>John Doe</u>	Date	<u>12/11/2007</u>

**Field**

**Instructions**

*Subgrantee Letterhead / Name & Address Goes Here*

Enter the name and address of the company, firm, governmental entity or subgrantee requesting payment from the North Carolina Department of Transportation

Submit with Invoice To:

Update this section with the name and address of the NCDOT representative that is responsible for processing payment requests for your contracts.

Firm Invoice No. Reference

Enter the invoice number that was submitted to NCDOT that corresponds with the payment information contained on this form.

NCDOT PO / Contract Number  
WBS No. (State Project No.)

Enter the NCDOT Purchase Order or Contract number that corresponds with the information contained on this form.  
Enter the NCDOT WBS element number assigned to this project.

Date of Invoice

Enter the date of the invoice that was submitted for payment.

Signed

Enter the name of the person responsible for the validity of the information contained on this form.

Invoice Line Item Reference

Enter the invoice line item or pay item that the DBE payment information is related to.

Payer Name  
Payer Federal Tax Id

Enter the name of the company, firm, governmental entity or subgrantee that is responsible for paying the DBE subcontractor.  
Enter the Federal Tax Identification number of the Payer (See Payer Name)

Subcontractor / Subconsultant/ Material Supplier Name

Enter the name of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.

Subcontractor / Subconsultant/ Material Supplier Federal Tax Id  
Amount Paid To Subcontractor / Subconsultant / Material Supplier

Enter the Federal Tax Identification number of the DBE Subcontractor, Subconsultant or Material Supplier that is being paid for goods or services related to the NCDOT PO / Contract Number.  
Enter the amount paid to the DBE Subcontractor, Subconsultant or Material Supplier for the invoice referenced.

This Invoice  
Date Paid To Subcontractor / Subconsultant / Material Supplier This Invoice

Enter the date that the Subcontractor / Subconsultant / Material Supplier was paid for the items referenced on the invoice.

Total Amount Paid to DBE Firms

Enter the total payments made to all DBE Subcontractor / Subconsultant / Material Supplier for the invoice referenced.

**VENDOR REGISTRATION FORM**  
**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

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

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

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

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

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

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

**BUSINESS DESIGNATION:**  INDIVIDUAL (use Social Security No.)  SOLE PROPRIETOR (use SS No. or Fed ID No.)  
 CORPORATION (use Federal ID No.)  PARTNERSHIP (use Federal ID No.)  
 ESTATE/TRUST (use Federal ID no.)  STATE OR LOCAL GOVT. (use Federal ID No.)  
 OTHER / SPECIFY \_\_\_\_\_

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

**OR**

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

COMPLETE THIS SECTION WITH CHECK REMITTANCE ADDRESS AS IT APPEARS ON INVOICES:

**REMIT TO ADDRESS: STREET / PO BOX:** \_\_\_\_\_  
**CITY, STATE, ZIP:** \_\_\_\_\_

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

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

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

**IRS Certification**

Under penalties of perjury, I certify that:

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

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> .**

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

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

\_\_\_\_\_  
**SIGNATURE (Typed or DocuSigned signatures will not be accepted)**

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

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

\_\_\_\_\_  
**EMAIL**

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation  
Fiscal /Commercial Accounts  
1514 Mail Service Center  
Raleigh, North Carolina 27699-1514  
[ap@ncdot.gov](mailto:ap@ncdot.gov) FAX (919) 733-9247



LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:

NAME OF BIDDER:

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

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

Address \_\_\_\_\_

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

Please check all that apply:

Minority Business Enterprise (MBE) \_\_\_\_\_

Women Business Enterprise (WBE) \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) \_\_\_\_\_

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

Commitment Total based on estimated Unit Prices and Quantities on the "attached" MBE/WBE/DBE Commitment Items sheet. Amount \$ \_\_\_\_\_

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

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

**Affirmation**

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

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

\_\_\_\_\_  
**Name of Bidder**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Signature / Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## Subcontract Approval Form (SAF)

1. Complete the "Subcontract Approval Form" (Form SAF) for the Subcontractor and the 2<sup>nd</sup> Tier Subcontractor on one form. Additional items of work can be entered on the "Subcontract Approval Form Attachment". If there is more than one 2<sup>nd</sup> Tier Subcontractor, the information should be listed on the "Subcontract Approval Form - Additional 2<sup>nd</sup> Tier" (SAF - Additional 2<sup>nd</sup> Tier).
2. Reporting Number is the Fiscal Vendor Number for Contractors and Subcontractors. This number can be found in the NCDOT Directory of Transportation Firms - Prequalified Bidders and Subcontractors. Use the following web address to access the list of Prequalified Bidders and Subcontractors.

<https://partner.ncdot.gov/VendorDirectory/default.html>

Enter the name of your subcontractor and hit "Submit". If the firm is prequalified to perform work for NCDOT, the firm's information will be shown on the screen. Click on the firm's name to access the Reporting Number.

3. If retainage is being withheld for the Subcontractor or 2<sup>nd</sup> Tier Subcontractor place an "X" in the box under the column titled "Retainage."
4. When the proposed Subcontractor or 2<sup>nd</sup> Tier Subcontractor is a certified DBE, MBE, or WBE Subcontractor, select the appropriate certification from the drop down list. When the proposed Subcontractor is not a certified DBE, MBE, or WBE subcontractor, select "NONE" from the drop down list.
5. **Partial Item of Work and Portion of Work**

**Partial Item of Work** is defined as a Subcontractor performing part of the work associated with a line item, such as hauling asphalt or tying steel. The partial item of work should be indicated by the symbol (♦). The work associated with the contract line item to be performed by the Subcontractor shall be identified.

**Portion of Work** is defined as a Subcontractor performing all the work associated with a line item, but only a portion of the contract quantity. An example is grading from Station 225+00 - L- to the end of the project. The portions of work should be indicated by the symbol (●). The physical limits of the sublet quantity shall be identified.

The Contractor may designate a subcontracted item of work as both a portion and a partial. (Example: Contractor is subcontracting hauling of unclassified excavation to multiple trucking contractors.) If the item of work is designated as both a portion and a partial the unit price shall be less than the contract unit price and the quantity shall be less than the contract quantity.

6. Sub or 2<sup>nd</sup> Tier - Designate if the work for the associated line item will be performed by a Subcontractor or a 2<sup>nd</sup> Tier Subcontractor. This must be completed to correctly calculate the Subcontract Amount.
7. Units of Measure (UOM) shown on the Subcontract Approval Form (SAF) shall be the same as those shown in the Department's contract. Any conversions that are necessary to satisfy this requirement shall be the responsibility of the Contractor. The Converted Price (CP) shall be denoted with an asterisk (\*). (Examples of converting units of measure can be found in the HiCAMS User Guide, Chapter 2, Section 8A. Use the following link to view the examples.)

<https://connect.ncdot.gov/projects/construction/Pages/HiCAMS-Manual.aspx>

8. DBE/MBE/WBE Unit Price - This unit price should only be completed for DBE/MBE/WBE Subcontractors. Enter a DBE/MBE/WBE Unit Price for the items of work performed by any certified DBE/MBE/WBE. Use the chart below to determine if a DBE/MBE/WBE Unit Price shall be entered for the line item, based on the certification of the firm.

Subcontractor	2nd Tier	Enter DBE/MBE/WBE Unit Price For
Certified	None	Subcontractor
Certified	Certified	Subcontractor
None	Certified	2nd Tier



The DBE/MBE/WBE Unit Price must be the negotiated unit or lump sum price agreed upon between the Contractor and the Subcontractor, **unless the Contractor is entering a Converted Price**. Indicating a Converted Price acknowledges that the price shown is not the actual price, but an approximate value used for calculating the Sublet Amount as reasonably close as possible. It can be higher, lower or equal to the contract bid price.

9. DBE/MBE/WBE Sublet Amount is the DBE/MBE/WBE Unit Price multiplied by the Quantity. For committed firms, the DBE/MBE/WBE Sublet Amount shall be the same or higher than the amount listed in the contract.
10. Subcontract Unit Price - The Subcontract Unit Price must be the same as the contract unit price unless the Subcontractor is performing a partial item of work. When a partial item of work is sublet, the unit price must be less than the contract unit price. When only a portion of the quantity of an item is sublet, the unit price shall be the same as the contract unit price. If an item of work is designated as both a partial and a portion, refer to Item 5 of these instructions. A Subcontract Unit Price must be entered for every line item, including an item of work performed by a DBE/MBE/WBE Subcontractor.
11. The Total Subcontract Amount is the Subcontract Unit Price multiplied by the Quantity.
12. The Subcontract Amount is the amount subcontracted by the Contractor. The amount is used to determine the percent of work performed by the Prime Contractor. (Refer to Article 108-6 of the Standard Specifications for subletting percentages.) The Subcontract Amount is calculated by summing the Total Subcontract Amounts for the Subcontractor. Any items listed on the Attachment sheet for the Subcontractor is also included in the Subcontract Amount. The line items for 2<sup>nd</sup> Tier Subcontractor(s) are not included.
13. When any item requested to be sublet has been previously included in an approved subcontract, the following statement shall be included above the listing of these items: "The following items are being deleted from "Subcontract Request Number \_\_\_\_."
14. The Contractor, Subcontractor and 2<sup>nd</sup> Tier Subcontractor shall sign the original Subcontract Approval Form and the Contractor shall submit the form to the Resident Engineer.

**Sublet Percentages**

**FOR USE BY NCDOT PERSONNEL (for non HiCAMS contracts)**

The following is the process used to calculate the Sublet Percentages after the approval of each subcontract. The fields will not populate, this process should be hand calculated.

(1) Total Original Contract Amount _____	(5) Difference $\{1-(2+3)\}$ _____
(2) Specialty Items Sublet _____	(6) Percent by Prime $\{(1-4)/5\}$ _____
(3) Non-spec. Items Sublet to DBE/MBE/WBE _____	(7) Threshold Check $\{(1-4)/(1-2)\}$ _____
(4) Total Sublet (Grand Total) _____	







**AWARD LIMITS ON MULTIPLE PROJECTS (Paper Bids):**

(4-9-13)

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

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

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

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

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

\*\*Only those persons authorized to sign bids in accordance with Subarticle 102-8(A)(8) of the 2012 *Standard Specifications* shall be authorized to sign this form.

**ADDENDA**

ADDENDUM #1

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

Acknowledge receipt of Addendum #1.

ADDENDUM #2

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

Acknowledge receipt of Addendum #2.

ADDENDUM #3

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

Acknowledge receipt of Addendum #3.

**Execution of Contract**

**Contract No: D9-SWEEP-2019**

**County: Davidson, Forsyth & Rowan**

ACCEPTED BY THE \_\_\_\_\_

\_\_\_\_\_  
**Proposals Engineer**

\_\_\_\_\_  
Date

EXECUTION OF CONTRACT AND BONDS  
APPROVED AS TO FORM:

\_\_\_\_\_  
**Division Engineer**

\_\_\_\_\_  
Date

# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BID FORM

Contract Number: D9-SWEEP-2019

DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN DAVIDSON, FORSYTH AND ROWAN COUNTIES

### DAVIDSON & ROWAN COUNTIES ONLY

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	NA	ROUTINE SWEEPING "PRIMARY DIVIDED" (NIGHT TIME ONLY)	30	SM		
2	NA	ROUTINE SWEEPING "URBAN SECONDARY"	5	SM		
3	NA	ROUTINE SWEEPING "PRIMARY UNDIVIDED"	5	SM		
4	NA	ADDITIONAL SWEEPING	10	SM		
5	NA	DEBRIS DISPOSAL	50	TON		

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

\*The Contractor shall note that all quantities are used only for figuring the lowest responsible bidder. The quantities may vary based on the amount of work needed during the year as directed by the Engineer.

CONTRACTOR

ADDRESS \_\_\_\_\_

Federal Identification Number	Contractor's License Number
Authorized Agent	Title
Signature	Date
Witness	Title
Signature	Date

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

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

Reviewed by		(date)
Accepted by NCDOT	Engineer	(date)
Reviewed by		(date)
Accepted by NCDOT	Engineer	(date)



**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 BID FORM**

Contract Number: D9-SWEEP-2019

DESCRIPTION: SWEEPING ON THE STATE HIGHWAY SYSTEM ON VARIOUS ROUTES, AS NEEDED, IN DAVIDSON, FORSYTH AND ROWAN COUNTIES

**FORSYTH COUNTY ONLY**

ITEM	SECT	ITEM DESCRIPTION	QTY*	UNIT	UNIT PRICE	PRICE
1	NA	ROUTINE SWEEPING "URBAN PRIMARY DIVIDED" (NIGHT TIME ONLY)	100	SM		
2	NA	ROUTINE SWEEPING "URBAN SECONDARY"	100	SM		
3	NA	ROUTINE SWEEPING "URBAN PRIMARY UNDIVIDED"	200	SM		
4	NA	ADDITIONAL SWEEPING	30	SM		
5	NA	DEBRIS DISPOSAL	200	TON		

**TOTAL BID FOR PROJECT:**

\*The Contractor shall note that all quantities are used only for figuring the lowest responsible bidder. The quantities may vary based on the amount of work needed during the year as directed by the Engineer.

CONTRACTOR

ADDRESS \_\_\_\_\_

Federal Identification Number	Contractor's License Number
Authorized Agent	Title
Signature	Date
Witness	Title
Signature	Date

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

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

Reviewed by _____	(date)
Accepted by NCDOT _____	Engineer (date)
Reviewed by _____	(date)
Accepted by NCDOT _____	Engineer (date)

County	Shoulder Miles			Routes	From	To	Remarks
	Primary Divided	Urban Secondary	Primary Undivided				
Rowan	3.26			I-85 NB	MM 73.9	MM 77.16	
Rowan	3.26			I-85 SB	MM 77.16	MM 73.9	
Davidson	0.42			I-85BUS SB	MM 85.5	MM 85.08	
Davidson	0.084			I-85BUS SB	MM 84.1	MM 84.18	
Davidson	0.48			I-85BUS NB	MM 85	MM 85.48	
Davidson	1.16			I-85 SB	NC 150 Bridge	County Line	
Davidson	1.16			I-85 NB	County Line	NC 150 Bridge	
Davidson			0.48	US 29 (Wilcox Way)	0.22 mi S of NC 150	0.7 mi S of NC 150	
Davidson		0.42		SR 1299- Marco Blvd	Cul-De-Sac	Curve on Marco Blvd	
Davidson		0.44		SR 1229- Grimes Blvd	0.05 from Charlotte Dr	0.1 miles past Green Needles Dr	

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
I-40				
	END CONC. BARR-WALL W OF US 311	END CONC BARR-WALL E OF NC 150	4.60	MAIN LINE WB SHOULDER & WALL
	END CONC BARR-WALL E OF NC 150	END CONC BARR-WALL W OF US 311	4.60	MAIN LINE EB SHOULDER & WALL
	I-40 WEST	NC 150	0.43	RAMP LF SIDE
	NC 150	I-40	0.43	RAMP LF SIDE

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS	
I-40 WEST	0.95 MI. E OF NC 66	BEGIN CURB RT	END GUTTER	0.18	BETWEEN GUILFORD & NC 66
	BEGIN CURB RT 1.40 MILES W OF NC 66	END GUTTER	0.39		
	BEGIN CURB RT 1.38 MILES W OF NC 66	END GUTTER	0.26		
	BEGIN CURB RT 1.80 MILES W OF NC 66	END GUTTER	0.10		
	BEGIN CURB RT 2.58 MILES W OF NC 66	END GUTTER	0.15		
	BEGIN CURB RT BETWEEN UNION CROSS & US 311	END GUTTER	0.08		
	BEGIN CURB RT 1.75 MILES E OF US 311 S EXIT	END GUTTER	0.33		
	BEGIN CURB RT 0.75 MILES E OF US 311 S EXIT	END GUTTER	0.15		
	BEGIN CURB RT AT NC 150 ON RAMP TO I-40 W	END GUTTER JUST E OF MM 191	0.08		
	BEGIN CURB RT AT 0.04 MILES W OF MM 191	END GUARDRAIL	0.09		
	BEGIN CURB RT AT EBERT ST	END GUARDRAIL	0.22		
	BEGIN CURB RT AT NC 150 FROM I-40 W	END CURB	0.16		
	RAMP TO I-40 W FROM NC 150 RT	END GUTTER	0.24	INCLUDES BRIDGE	
	BEGIN CURB AT US 158 EXIT	END GUTTER	0.35		
	BEGIN CURB AT US 421 SPLIT	END GUTTER	0.14		
	BEGIN CURB RT AT SILAS CREEK OFF RAMP TO I-40 W	END GUTTER	0.17		
	BEGIN CURB RT ACROSS FROM I-40 E ON RAMP OVERPASS	END BARR-WALL	0.41		
	BEGIN CURB RT W OF I-40 / US 421 SPLIT 0.50 MILES E OF JONESTOWN RD.	END GUTTER	0.18		
	BEGIN CURB RT 0.17 MILES W OF JONESTOWN RD.	END GUTTER	0.02		
	BEGIN CURB RT 0.25 MILES W OF JONESTOWN RD.	END GUTTER	0.21		
	BEGIN CURB RT 0.84 MILES W OF JONESTOWN RD. AT EXIT 184 SIGN	END GUTTER	0.18		
	BEGIN CURB RT 1.18 MILES W OF JONESTOWN RD.	END GUTTER	0.07		
	BEGIN CURB RT AT MUDDY CREEK OVERPASS	END GUTTER	0.45	WIDE BRIDGE	
	LEWISVILLE-CLEMMONS RD. RIGHT	END GUTTER	0.18		
	LEWISVILLE-CLEMMON RD. & TANGLEWOOD/BERMUDA RUN SIGN - RT	END GUTTER	0.18		
	JUST EAST OF HARPER RD.	END GUTTER	0.10		

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
I-40 EAST	BEGIN CURB RT 1.10 MILES E OF LEWISVILLE-CLEMMONS RD.	END GUTTER	0.41	
	BEGIN CURB RT 2.00 MILES E OF LEWISVILLE-CLEMMONS RD.	END GUTTER	0.10	
	BEGIN CURB RT AT OVERHEAD MESSAGE SIGN ON I-40 E	END GUTTER	0.18	
	BEGIN CURB RT 0.32 MILES W OF JONESTOWN RD.	END GUTTER	0.07	
	BEGIN CURB RT 0.23 MILES E OF JONESTOWN RD.	END GUTTER	0.20	ACROSS FROM WAL-MART
	BEGIN CURB RT 0.82 MILES E OF JONESTOWN RD.	END GUTTER	0.15	AT HANES MALL UNDERPASS
	HARPER RD.	END GUTTER	0.24	
	HARPER RD. & LEWISVILLE-CLEMMONS RD	END GUTTER	0.21	
	BEGIN CURB RT 0.15 MILES E OF HANES MALL BLVD.	END GUTTER	0.08	
	BEGIN CURB RT AT US421/I-40 EAST MERGE AT US 158	END GUTTER AT US 158 OFF RAMP	0.45	
	BEGIN CURB RT 1.1 MILES E OF US 158 AT END OF HANES MALL BLVD. ON RAMP TO I-40 E	END GUTTER / GUARDRAIL	0.03	
	BEGIN CURB RT 0.20 MILES E FROM END OF ON RAMP AT HANES MALL BLVD.	END GUTTER	0.09	JUST E OF NC 150 DOWNTOWN 1 MILE SIGN
	BEGIN CURB 0.40 MILES E OF NC 150 BRIDGE AT BUCHANAN ST	END GUTTER	0.10	JUST W OF GROVES STADIUM/ OLD SALEM SIGN
	BEGIN CURB RT 1.00 MILES E OF NC 150 BRIDGE	END GUTTER AT MAIN ST. UNDERPASS	0.22	
	BEGIN CURB RT AT NC 150 OFF RAMP	BEGIN RADIUS	0.45	SWEEP TO PETERS CREEK STOP BAR
	BEGIN CURB RT I-40 E JUST E OF US 311	END GUTTER	0.12	
	BEGIN CURB RT I-40 E OF US 311	END GUTTER	0.20	
	BEGIN CURB RT I-40 E OF US 311	END GUTTER	0.16	
	BEGIN CURB RT 1.60 MILES W OF UNION CROSS RD.	END GUTTER	0.18	
	BEGIN CURB RT 1.50 MILES W OF NC 66	END GUTTER	0.11	
	BEGIN CURB RT 1.00 MILES W OF NC 66	END GUTTER	0.08	
	BEGIN CURB RT 0.58 MILES W OF NC 66	END GUTTER	0.08	
	BEGIN CURB RT 0.17 MILES W OF NC 66	END GUTTER	0.17	
	BEGIN CURB RT 0.72 MILES E. OF NC 66	END GUTTER	0.22	

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
US 421	US 421 AT I-40 W SPLIT BEGIN GUTTER	END GUTTER	0.10	
	US 421 AT I-40 W BEGIN GUTTER	END GUTTER	0.32	E OF JONESTOWN RD. EXIT RAMP
	US 421 S / I-40 E MERGE AT I-40 W OFF RAMP BEGIN GUTTER LT	END GUTTER	0.17	AT I-40 W OFF RAMP
	BUS 40 AT SILAS CREEK PKWY BEGIN CONC ISLAND	END CONC ISLAND	1.06	2 (0.53) BOTH SIDES OF ISLAND

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
US 52 SOUTH	PATTERSON AVE. RAMP	END C & G OF CLEMMONSVILLE RD.	8.00	MAIN LINE RT SIDE
	END BARRIER N OF AKRON DR.	END BARRIER S OF CLEMMONSVILLE RD.	7.81	MAIN LINE LF SIDE
	PATTERSON AVE	SB US 52	0.36	RAMP RT SIDE
	SB US 52	AKRON DR.	0.28	RAMP RT/LF SIDE
	AKRON DR.	SB US 52	0.41	RAMP RT/LF SIDE
	SB US 52	25TH /28TH ST	0.13	RAMP RT/LF SIDE
	LIBERTY ST	SB US 52	0.27	RAMP RT/LF SIDE
	SB US 52	NORTHWEST BLVD.	0.24	RAMP RT/LF SIDE
	SB US 52	LIBERTY ST.	0.38	RAMP RT/LF SIDE
	LIBERTY ST.	SB US 52	0.32	LOOP RT/LF SIDE
	SB US 52	MLK JR. BLVD.	0.32	LOOP RT/LF SIDE
	MLK JR. BLVD.	SB US 52 S	0.29	LOOP RT/LF SIDE
	SB US 52	3RD / 4TH / 5TH ST.	0.18	RAMP RT/LF SIDE
	3RD ST.	US 52 SB	0.21	RAMP RT/LF SIDE
	SB US 52	BUS 40 W	0.35	RAMP RT/LF SIDE
	BUS 40 W	US 52 SB	0.37	RAMP RT/LF SIDE
	STADIUM DR.	US 52 SB	0.24	RAMP RT/LF SIDE
	US 52 SB	VARGRAVE ST.	0.52	RAMP RT/LF SIDE
	VARGRAVE ST.	US 52 SB	0.49	LOOP RT/LF SIDE
	US 52 SB	WAUGHTOWN ST.	0.27	RAMP RT/LF SIDE
	SPRAGUE ST.	US 52 S	0.29	RAMP RT/LF SIDE
	US 52 S	I-40 W	0.53	RAMP RT/LF SIDE
	I-40 E	US 52 S	0.59	RAMP RT/LF SIDE
	US 52 S	CLEMMONSVILLE RD.	0.43	RAMP RT/LF SIDE
	I-40 W	US 52 SB	0.35	LOOP RT/LF SIDE
	US 52 SB	I-40 E	0.35	LOOP RT/LF SIDE
	CLEMMONSVILLE RD.	US 52 SB	0.23	RAMP RT/LF SIDE

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
<b>US 52 NORTH</b>				
	END BARR-WALL S OF CLEMMONSVILLE RD.	PATTERSON AVE. EXIT RAMP	7.94	MAIN LINE RT SIDE
	END BARR-WALL SB OF CLEMMONSVILLE RD	END BARR-WALL N OF AKRON DR.	7.81	MAIN LINE LF SIDE
	CLEMMONSVILLE RD.	US 52 N	0.29	RAMP RT/LF SIDE
	US 52 N	I-40 E	0.42	RAMP RT/LF SIDE
	I-40 W	US 52 N	0.44	RAMP RT/LF SIDE
	US 52 N	SPRAGUE ST.	0.24	RAMP RT/LF SIDE
	WAUGHTOWN ST.	US 52 N	0.18	RAMP RT/LF SIDE
	US 52 N	VARGRAVE ST.	0.19	RAMP RT/LF SIDE
	VARGRAVE ST.	US 52 N	0.23	RAMP RT/LF SIDE
	US 52 N	STADIUM DR.	0.28	LOOP RT/LF SIDE
	STADIUM DR.	US 52 N	0.30	RAMP RT/LF SIDE
	US 52 N	BUS 40 E	0.33	RAMP RT/LF SIDE
	BUS 40 W	US 52 N	0.47	RAMP RT/LF SIDE
	US 52 N	3RD / 4TH / 5TH ST.	0.24	RAMP RT/LF SIDE
	5TH ST.	US 52 N	0.20	RAMP RT/LF SIDE
	US 52 N	MLK JR. BLVD.	0.28	RAMP RT/LF SIDE
	MLK JR. BLVD.	US 52 N	0.33	LOOP RT/LF SIDE
	US 52 N	LIBERTY ST.	0.27	RAMP RT/LF SIDE
	LIBERTY ST.	US 52 N	0.26	RAMP RT/LF SIDE
	US 52 N	25TH ST.	0.28	LOOP RT/LF SIDE
	US 52 N	CLEMMONSVILLE RD.	0.32	RAMP RT/LF SIDE
	26TH ST.	US 52 N	0.28	RAMP RT/LF SIDE
	US 52 N	LIBERTY ST.	0.29	RAMP RT/LF SIDE
	US 52 N	AKRON DR.	0.24	RAMP RT/LF SIDE
	AKRON DR	US 52 N	0.23	RAMP RT/LF SIDE
	US 52 N	PATTERSON AVE.	0.07	RAMP RT SIDE
	I-40 E	US 52 N	0.29	LOOP RT/LF SIDE
	US 52 N	I-40 W	0.26	LOOP RT/LF SIDE



### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
<b>BUS 40 E</b>	END GUARDRAIL E OF SILAS CREEK PKWY.	END CONC BARR-WALL W OF LOWERY ST	10.88	MAIN LINE RT/LF SIDE
BUS 40 E		KNOLLWOOD ST.	0.18	RAMP RT/LF SIDE
	KNOLLWOOD ST.	BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		STRATFORD RD	0.14	RAMP RT/LF SIDE
	STRATFORD RD.	BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		CLOVERDALE AVE.	0.34	RAMP RT/LF SIDE
	CLOVERDALE AVE.	BUS 40 E	0.46	LOOP RT/LF SIDE
	LOCKLAND AVE.	BUS 40 E	0.19	RAMP RT/LF SIDE
BUS 40 E		PETERS CREEK PKWY.	0.09	RAMP RT/LF SIDE
	PETERS CREEK PARKWAY	BUS 40 E	0.28	RAMP RT/LF SIDE
BUS 40 E		BROAD ST.	0.16	RAMP RT/LF SIDE
BUS 40 E		HIGH ST.	0.04	RAMP RT/LF SIDE
	MARSHALL ST.	BUS 40 E	0.19	RAMP RT/LF SIDE
BUS 40 E		LIBERTY ST	0.23	RAMP RT/LF SIDE
	MAIN ST.	BUS 40 E	0.26	RAMP RT/LF SIDE
BUS 40 E		US 52 N	0.21	RAMP RT/LF SIDE
	US 52 N	BUS 40 W	0.20	LOOP RT/LF SIDE

### FORSYTH - Primary Divided

NAME	FROM	TO	SHOULDER MILES	REMARKS
<b>BUS 40 WEST</b>	END CONC BARR-WALL AT 5TH ST.	ENC C & G AT SILAS CREEK PARKWAY	5.58	MAIN LINE RT SIDE
	END CONC BARR-WALL AT 5TH ST.	END GUARDRAIL E OF SILAS CREEK PKWY	5.37	MAIN LINE LEFT SIDE
	BUS 40 W	US 52 S	0.20	LOOP RT/LF SIDE
	US 52 S	BUS 40 E	0.20	LOOP RT/LF SIDE
	BUS 40 W	US 311 N	0.36	RAMP RT/LF SIDE
	US 311 N	BUS 40 W	0.32	LOOP RT/LF SIDE
	BUS 40 W	MAIN ST.	0.29	RAMP RT/LF SIDE
	MAIN ST.	BUS 40 W	0.09	RAMP RT/LF SIDE
	LIBERTY ST.	BUS 40 W	0.09	RAMP RT/LF SIDE
	BUS 40 W	CHERRY ST.	0.12	RAMP RT/LF SIDE
	BUS 40 W	BROAD ST.	0.19	RAMP RT/LF SIDE
	BROAD ST.	BUS 40 W	0.19	LOOP RT/LF SIDE
	BUS 40 W	PETERS CREEK PKWY	0.20	RAMP RT/LF SIDE
	PETERS CREEK PARKWAY	BUS 40	0.19	LOOP RT/LF SIDE
	BUS 40 W	1ST ST.	0.17	RAMP RT/LF SIDE
	BUS 40 W	CLOVERDALE AVE.	0.32	LOOP RT/LF SIDE
	CLOVERDALE AVE.	BUS 40 W	0.39	RAMP RT/LF SIDE
	BUS 40 W	STRATFORD RD.	0.18	RAMP RT/LF SIDE
	STRATFORD RD.	BUS 40	0.33	RAMP RT/LF SIDE
	BUS 40 W	STRATFORD RD. S	0.22	LOOP RT/LF SIDE
	BUS 40 W	KNOLLWOOD ST.	0.17	RAMP RT/LF SIDE
	KNOLLWOOD ST.	BUS 40	0.24	RAMP RT/LF SIDE
		TOTAL	98.03	

## Urban Primary Undivided

NAME	SR #	FROM	TO	SHOULDER MILES	REMARKS
THOMASVILLE RD.	NC 109	US 421	CHARLES ST.	0.48	N & S
PETERS CREEK PARKWAY	NC 150	NC 67	BREWER RD.	2.80	E / W / MED
PETERS CREEK PARKWAY	NC 150	BEG C & G	END C & G	0.20	WEST
PETERS CREEK PARKWAY	NC 150	E. OF BREWER RD.	TO BREWER RD.	0.30	EAST
PETERS CREEK PARKWAY	NC 150	NC 67	US 421	6.80	E / W / MED
OLD HOLLOW RD.	NC 66	1840	W-S C/L	0.28	N & S
REYNOLD RD.	NC 67	1528	POLO RD.	0.24	WEST
REYNOLD RD.	NC 67	WFU	POLO RD.	2.56	E / W / MED
REYNOLD RD.	NC 67	POLO RD.	4463	1.84	E / W / MED
REYNOLD RD.	NC 67	4463	W-S C/L	6.06	E & W
SILAS CREEK PARKWAY	NC 67	WFU	US 421	2.98	MED
SILAS CREEK PARKWAY	NC 67	HAWTHORNE RD.	EBERT ST.	5.28	E / W / MED
SILAS CREEK PARKWAY	NC 67	LOCKLAND AVE.	SALISBURY RIDGE	1.20	E / W / MED
SILAS CREEK PARKWAY	NC 67	LOCKLAND AVE.	EBERT ST.	2.00	WEST
SILAS CREEK PARKWAY	NC 67	3153	HAWTHORNE RD.	0.37	EAST
SILAS CREEK PARKWAY	NC 67	TISELAND AVE.	END C & G	0.15	EAST
SILAS CREEK PARKWAY	NC 67	YORKSHIRE RD.	END C & G	0.18	EAST
SILAS CREEK PARKWAY	NC 67	1348	END C & G	0.12	EAST
SILAS CREEK PARKWAY	NC 67	PENNINGTON LN.	1348	0.28	EAST
SILAS CREEK PARKWAY	NC 67	1001	US 421	0.42	EAST
GERMANTON RD.	NC 8	HANES MILL RD.	VULCAN MAT.	0.24	NORTH
GERMANTON RD.	NC 8	HANES MILL RD.	VULCAN MAT.	0.38	SOUTH
STRATFORD RD.	US 158	US 421	W-S C/L	5.66	WEST
STRATFORD RD.	US 158	W-S C/L	W. BROOK PLAZA	3.27	EAST
STRATFORD RD.	US 158	NC 67	US 421	1.77	EAST
STRATFORD RD.	US 158	NC 67	HEALY DR.	0.40	MED
STRATFORD RD.	US 158	C/L W-S	LEWISVILLE-CLEMM	2.94	E & W
STRATFORD RD.	US 158	HARPER RD.	TANGLEWOOD	0.53	E & W
STRATFORD RD.	US 158	CATHERINE CROSBY BRIDGE		0.21	E & W
MLK JR. BLVD.	US 311	4325	US 52	2.32	E / W / MED
NEW WALKERTOWN RD.	US 311	WINSTON LAKE RD.	4325	4.40	N & S
			TOTAL	56.66	

## Urban Secondary

NAME	SR #	FROM	TO	SHOULDER MILES	REMARKS
COUNTRY CLUB RD.	1001	1122	W. W-S C/L	3.80	E & W
COUNTRY CLUB RD.	1001	1122	NC 67	4.02	E & W
HIGH POINT RD.	1003	4315	END C & G	0.16	E
JONESTOWN RD.	1122	3153	1001	1.26	N & S
ROBINHOOD RD.	1348	NC 67	NORMAN DR.	2.82	E & W
SHATTALON DR.	1393	BROWNSTONE RD.	END C & G	0.12	WEST
SHATTALON DR.	1393	NC 67	WILCO	0.18	E & W
FIFTH ST.	1508	1770	US 52	1.34	E & W
OLD YADKINVILLE RD.	1525	NC 67	BRIDGE	0.26	E & W
NORTHPOINT BLVD.	1528	BETHABARA RD.	LINN STATION	2.80	E / W / MED
NORTHPOINT BLVD.	1528	LINN STATION	1763	1.64	E & W
HANES MILL RD.	1672	US 52	END C & G	1.36	E & W
OAK SUMMIT RD.	1686	4000	MAURICE W. DR.	0.55	EAST
OAK SUMMIT RD.	1686	4000	MAURICE W. DR.	0.23	WEST
SHATTALON DR.	1686	MURRAY RD.	ENC C & G	0.13	EAST
SHATTALON DR.	1686	BETHANIA ST. RD.	MILL CREEK	0.36	E & W
BETHANIA RD.	1688	NC 67	W-S C/L	0.10	WEST
CHERRY ST.	1725	4000	4001	1.00	N / S / MED
CHERRY ST.	1725	4001	CRAFT DR.	1.22	N & S
CHERRY ST.	1725	1763	ENC C & G	0.12	N & S
CHERRY ST.	1725	1528	CRAFT DR.	0.32	SOUTH
CHERRY ST.	1725	4008	1770	2.04	N & S
UNIVERSITY PARKWAY	1725	4000	1770	3.62	N & S
UNIVERSITY PARKWAY	1725	4000	1770	4.30	MED.
INDIANA AVE.	1763	4001	1528	2.60	N & S
MARSHALL ST.	1770	1725	4008	2.04	N & S
MAIN ST.	1824	4315	US 421	0.64	N & S
OLD RURAL HALL RD.	2207	CONLEY ST.	2456	0.12	N & S
AKRON DR.	2264	1763	2456	2.22	E & W
LIBERTY ST.	2456	2207	MAIN ST.	6.98	N & S
OLD WALKERTOWN RD.	2456	2207	END C & G	0.16	E & W
CLEMMONSVILLE RD.	2747	3011	END C & G	0.30	E & W
CLEMMONSVILLE RD.	2747	NC 150	SIDES RD.	0.20	E / W / MED.
CLEMMONSVILLE RD.	2747	MAIN ST.	3825	3.34	E & W
CLEMMONSVILLE RD.	2747	OLD LEX RD.	ENC C & G	0.40	E / W / MED.
OLD SALISBURY RD.	3011	BEG C & G	2747	0.20	N & S
HANES MALL BLVD.	3153	US 158	TARGET	0.70	WEST
HANES MALL BLVD.	3153	I-40	1122	0.45	WEST
HANES MALL BLVD.	3153	KOHL'S	NC 67	1.78	EAST
HANES MALL BLVD.	3153	NC 67	US 158	1.25	WEST
HANES MALL BLVD.	3153	NC 67	MALL ENTR.	0.34	MED.
HANES MALL BLVD.	3153	I-40	BROOKHILL RD.	0.28	MED.
HANES MALL BLVD.	3153	1122	I-40	0.14	EAST
SILAS CREEK PARKWAY	3173	NC 150	I-40	2.36	E / W / MED.
SILAS CREEK PARKWAY	3173	KONNOAK DR.	I-40	0.54	E & W
FOURTH ST.	3257	1770	US 52	1.32	E & W
UNIVERSITY PARKWAY	4000	1920	1672	0.53	SOUTH
UNIVERSITY PARKWAY	4000	US 52	TARGET	3.36	N / S / MED
UNIVERSITY PARKWAY	4000	BETHABARA PK. BLVD.	1528	0.74	SOUTH

UNIVERSITY PARKWAY	4000	RANCH DR.	1725	5.64	N / S / MED
UNIVERSITY PARKWAY	4000	1725	BROWNSBORO	1.40	NORTH
UNIVERSITY PARKWAY	4000	1528	TARGET	1.11	NORTH
UNIVERSITY PARKWAY	4000	1528	TARGET	0.26	MED.
REYNOLDS BLVD.	4001	2264	1763	0.36	E & W
REYNOLDS BLVD.	4001	1763	4000	4.96	E / W / MED.
HIGH ST.	4008	US 421	1725	0.40	E & W
S. MAIN ST.	4205	US 52	US 52	0.26	N & S
WAUGHTOWN ST.	4315	US 421	BROOKSTOWN	0.50	E & W
WAUGHTOWN ST.	4315	BROOKSTOWN	END OF MEDIAN	1.20	E / W / MED.
WAUGHTOWN ST.	4315	END OF MEDIAN	MAIN ST.	0.86	E & W
WAUGHTOWN ST.	4315	MAIN ST.	1003	8.02	E & W
MLK JR. BLVD.	4325	4315	US 311	6.56	N / S / MED
THOMASVILLE RD.	4325	3825	4315	1.74	N & S
STADIUM DR.	4326	US 52	4325	0.48	E / W / MED.
FAYETTEVILLE ST.	4341	4315	D/E	0.70	E & W
FAIRLAWN DR.	4463	BEG C & G	END C & G	0.18	WEST
			TOTAL	101.37	