

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 2

**PROPOSAL
SMALL BUSINESS ENTERPRISE**

DATE AND TIME OF BID OPENING: April 13, 2022 AT 2:00 PM

CONTRACT ID: 12013929

WBS ELEMENT NO.: VARIOUS

COUNTY: Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties

ROUTE NO.: VARIOUS

LOCATION: DIVISIONWIDE

TYPE OF WORK: CUTTING AND REMOVAL OF VEGETATION

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 ROADSIDE ENVIRONMENTAL PROJECT. BID BONDS ARE NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 12013929 IN BEAUFORT, CARTERET, CRAVEN, GREENE, JONES, LENOIR,
PAMLICO AND PITT COUNTIES, NORTH CAROLINA**

APRIL 13, 2022

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

The Bidder has carefully examined the location of the proposed work to be known as Contract No. **12013929**; 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.

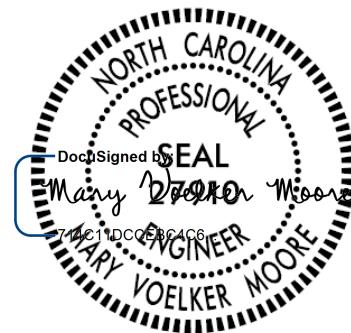
The Bidder shall provide and furnish all the materials, machinery, implements, appliances and tools, and perform the work and required labor to construct and complete State Highway Contract No. **12013929** in **Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties**, for the unit 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.



03/15/2022

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**COVER SHEET
PROPOSAL SHEET**

THIS CONTRACT IS FOR CONTRACT ID **12013929** FOR **CUTTING AND REMOVAL OF VEGETATION** TYPE OF WORK IN **Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico and Pitt Counties**.

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INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. 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 1037 WH Smith Blvd, BY 2:00 PM ON, April 13, 2022.**
11. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – DIVISIONWIDE CUTTING AND REMOVAL OF VEGETATION DEBRIS AT
BRIDGES TO BE OPENED AT 2:00 PM ON, April 13, 2022.**

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: Mary Voelker Moore
1037 WH Smith Blvd
Greenville, NC 27834**

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

This contract is for the cutting and removal of vegetation and debris at designated bridges, culverts, and pipes in Division 2.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of *Transportation Standard Specifications for Roads and Structures, January 2018*, the North Carolina Department of Transportation *Roadway Standard Drawings, January 2018*, and the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

The Contractor shall keep himself fully informed of all Federal, State, and Local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the *2012 Standard Specifications*.

BOND REQUIREMENTS – No Bonds Required

(06-01-16)

SPD 01-420B

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

MANDATORY PRE-BID

Please be advised that any references in the proposal to pre-bid language will not apply as a pre-bid will not be held for this contract. If bidders have questions, they will be addressed in an addendum.

BID QUESTIONS

Purpose: Upon review of the bid documents, bidders may have questions to clarify or interpret the bid in order to submit the best bid possible. To accommodate the Bid Questions process, bidders shall submit by email any such questions **no later than Wednesday, April 6, 2022 at 5:00 PM**. A response to bidder questions will be in the form of an addendum.

Instructions: Written questions shall be emailed to **Mary Moore** mmoore@ncdot.gov by the date and time specified above. Bidders will enter “**12013929 DIVISIONWIDE CUTTING AND REMOVAL OF VEGETATION DEBRIS AT BRIDGES – Questions**” as the subject for the email. Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be documented and included in an addendum to be posted on Connect NCDOT: https://connect.ncdot.gov/letting/Pages/Letting-List.aspx?let_type=2&let_status=Advertised . No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Bidders shall be entitled to rely only on written material contained in an Addendum to this proposal.

The Contractor must sign the addendum signature page(s) where indicated and the entire addendum should be returned with the bid package. Please return the entire addendum, but failure to return the executed signature page(s) of the addendum may result in disqualification of bid.

CONTRACT TIME AND LIQUIDATED DAMAGES:

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

108

SP1 G10 A

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

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

The liquidated damages for this contract are **Three Hundred Dollars (\$ 300.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 2 AND LIQUIDATED DAMAGES:

(2-20-07)

108

SP1 G14 B

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

HOLIDAY AND HOLIDAY WEEKEND LANE CLOSURE RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **5:00 p.m.** December 31st and **8:00 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:00 a.m.** the following Tuesday.
3. For **Easter**, between the hours of **5:00 p.m.** Thursday and **8:00 a.m.** Monday.
4. For **Memorial Day**, between the hours of **5:00 p.m.** Friday and **8:00 a.m.** Tuesday.
5. For **Independence Day**, between the hours of **5:00 p.m.** the day before Independence Day and **8:00 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **5:00 p.m.** the Thursday before Independence Day and **8:00 a.m.** the Tuesday after Independence Day.
6. For **Labor Day**, between the hours of **5:00 p.m.** Friday and **8:00 a.m.** Tuesday.
7. For **Thanksgiving Day**, between the hours of **5:00 p.m.** Tuesday and **8:00 a.m.** Monday.
8. For **Christmas**, between the hours of **5:00 p.m.** the Friday before the week of Christmas Day and **8:00 a.m.** the following Tuesday after the week of Christmas Day.
9. For all **Sundays**.

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

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

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

The liquidated damages are **Three Hundred (\$ 300.00)** per hour.

INTERMEDIATE CONTRACT TIME NUMBER 3 AND LIQUIDATED DAMAGES:

(6-18-13)

108

SP1 G14 K

Unless otherwise directed by the Engineer, the Contractor shall begin and end cyclical mowing according to the following intermediate completions times:

Cycle	Availability Date	Completion Date
1 (Pitt & Beaufort)	May 1, 2022	June 30, 2022
2 (Cart, Craven & Pamlico)	July 1, 2022	August 31, 2022
3 (Greene, Jones & Lenoir)	September 1, 2022	October 31, 2022
4 (Pitt & Beaufort)	November 1, 2022	December 31, 2022
5 (Cart, Craven & Pamlico)	January 1, 2023	February 28, 2023
6 (Greene, Jones & Lenoir)	March 1, 2023	April 30, 2023

The contract availability and completion dates will shift 1 day with each renewal cycle in order to remain on the same day of the week as the initial contract period.

The liquidated damages are **Three Hundred (\$ 300.00)** per calendar day.

RENEWAL OF CONTRACT (CPI PRICE ADJUSTMENT) FOR ID/IQ:

(2-15-22)

SPD 01-840

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 year each (maximum (3) three years total). Each year shall have a limit of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)**.

The compensation payable to the contractor shall be fixed for the first twelve months of this contract. However, upon an application of renewal of the contract, or thirty 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-month period as published by the US Bureau of Labor and Statistics at <http://www.bls.gov/cpi> to be applied to new work order assignments. The

Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, 1982-84=100, not seasonally adjusted will be used. If the amount of the requested adjustment is more than ten percent, the Department of Transportation reserves the right to cancel this contract.

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

<u>Year</u>	<u>J</u>	<u>F</u>	<u>M</u>	<u>A</u>	<u>M</u>	<u>J</u>	<u>J</u>	<u>A</u>	<u>S</u>	<u>O</u>	<u>N</u>	<u>D</u>
<u>2018</u>	<u>247.9</u>	<u>249.0</u>	<u>249.6</u>	<u>250.5</u>	<u>251.6</u>	<u>252.0</u>	<u>252.0</u>	<u>252.1</u>	<u>252.4</u>	<u>252.9</u>	<u>252.0</u>	<u>251.2</u>
<u>2019</u>	<u>251.7</u>	<u>252.8</u>	<u>254.2</u>	<u>255.5</u>	<u>256.1</u>	<u>256.1</u>	<u>256.6</u>	<u>256.6</u>	<u>256.8</u>	<u>257.3</u>	<u>257.2</u>	<u>257.0</u>
<u>2020</u>	<u>258.0</u>	<u>258.7</u>	<u>258.1</u>	<u>256.4</u>	<u>256.4</u>	<u>257.8</u>	<u>259.1</u>	<u>259.9</u>	<u>260.3</u>	<u>260.4</u>	<u>260.2</u>	<u>260.5</u>
<u>2021</u>	<u>261.6</u>	-	-	-	-	-	-	-	-	-	-	-

CPI for current period (Dec 2020) 260.5
 Less CPI for previous period (Dec 2019) 257.0
 Equals index point change 3.5
 Divided by previous period CPI 257.0
 Equals 0.0136
Result multiplied by 100 i.e. 0.0136 x 100
 Equals percent change 1.36%

This price escalation method will not be applied to items of work that are separately covered under commodity price escalation clauses. No other changes in the 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 by **Sixty (60)** if the contract may be extended. The Contractor must notify the Engineer in writing by **Fifteen (15)** of his acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be received as a rejection of contract extension.

NO MAJOR CONTRACT ITEMS:

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

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

NO SPECIALTY ITEMS:

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

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

FUEL PRICE ADJUSTMENT:

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

Revise the *2018 Standard Specifications* as follows:

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

The base index price for DIESEL #2 FUEL is **\$ 2.7923** per gallon. Where any of the following are included as pay items in the contract, they will be eligible for fuel price adjustment.

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

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Class IV Subgrade Stabilization	Gal/Ton	0.55
Aggregate Base Course	Gal/Ton	0.55
Sub-Ballast	Gal/Ton	0.55
Asphalt Concrete Base Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Intermediate Course, Type _____	Gal/Ton	0.90 or 2.90
Asphalt Concrete Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Open-Graded Asphalt Friction Course	Gal/Ton	0.90 or 2.90
Permeable Asphalt Drainage Course, Type _____	Gal/Ton	0.90 or 2.90
Sand Asphalt Surface Course, Type _____	Gal/Ton	0.90 or 2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
" Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to " Pavement	Gal/SY	0.245

For the asphalt items noted in the chart as eligible for fuel adjustments, the bidder may include the *Fuel Usage Factor Adjustment Form* with their bid submission if they elect to use the fuel usage factor. The *Fuel Usage Factor Adjustment Form* is found at the following link:

<https://connect.ncdot.gov/letting/LetCentral/Fuel%20Usage%20Factor%20Adjustment%20Form.pdf>

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

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

SCHEDULE OF ESTIMATED COMPLETION PROGRESS:

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

108-2

SP1 G58

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

	<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2022	(7/01/21 - 6/30/22)	15% of Total Amount Bid
2023	(7/01/22 - 6/30/23)	85% of Total Amount Bid

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

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

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

102-15(J)

SP1 G67

Description

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

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Forms and Websites Referenced in this Provision

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

DBE-IS Subcontractor Payment Information - Form for reporting the payments made to all MBE/WBE firms working on the project. This form is for paper bid projects only.
<https://connect.ncdot.gov/business/Turnpike/Documents/Form%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 **0.0 %**

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

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

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

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

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

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

Directory of Transportation Firms (Directory)

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

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

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

Listing of MBE/WBE Subcontractors

At the time of bid, bidders shall submit all MBE and WBE participation that they anticipate to use during the life of the contract. Only those identified to meet the Combined MBE/WBE goal will be considered committed, even though the listing shall include both committed MBE/WBE subcontractors and additional MBE/WBE subcontractors. Any additional MBE/WBE subcontractor participation above the goal will

follow the banking guidelines found elsewhere in this provision. All other additional MBE/WBE subcontractor participation submitted at the time of bid will be used toward the Department's overall race-neutral goals. Only those firms with current MBE and WBE certification at the time of bid opening will be acceptable for listing in the bidder's submittal of MBE and WBE participation. The Contractor shall indicate the following required information:

(A) Electronic Bids

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

- (1) Submit the names and addresses of MBE and WBE firms identified to participate in the contract. If the bidder uses the updated listing of MBE and WBE firms shown in the electronic submittal file, the bidder may use the dropdown menu to access the name and address of the firms.
- (2) Submit the contract line numbers of work to be performed by each MBE and WBE firm. When no figures or firms are entered, the bidder will be considered to have no MBE or WBE participation.
- (3) The bidder shall be responsible for ensuring that the MBE and WBE are certified at the time of bid by checking the Directory of Transportation Firms. If the firm is not certified at the time of the bid-letting, that MBE's or WBE's participation will not count towards achieving the Combined MBE/WBE goal.

(B) Paper Bids

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

that is achieved during the project shall be reported in accordance with requirements contained elsewhere in the special provision.

MBE or WBE Prime Contractor

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

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

Written Documentation – Letter of Intent

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

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

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

Banking MBE/WBE Credit

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

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

Submission of Good Faith Effort

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

One complete set and 0 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified MBEs/WBEs that are also prequalified subcontractors. The bidder must solicit this interest within at least 10 days prior to bid opening to allow the MBEs/WBEs to respond to the solicitation. Solicitation shall provide the opportunity to MBEs/WBEs within the Division and surrounding Divisions where the project is located. The bidder must determine with certainty if the MBEs/WBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the Combined MBE/WBE goal will be achieved.
 - (1) Where appropriate, break out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - (2) Negotiate with subcontractors to assume part of the responsibility to meet the advertised goal when the work to be sublet includes potential for MBE/WBE participation (2nd and 3rd tier subcontractors).

- (C) Providing interested certified MBEs/WBEs that are also prequalified subcontractors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
 - (1) Negotiating in good faith with interested MBEs/WBEs. It is the bidder's responsibility to make a portion of the work available to MBE/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE/WBE subcontractors and suppliers, so as to facilitate MBE/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE/WBE subcontractors, and would take a firm's price and capabilities as well as the advertised goal into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs/WBEs is not in itself sufficient reason for a bidder's failure to meet the advertised goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidding contractors are not, however, required to accept higher quotes from MBEs/WBEs if the price difference is excessive or unreasonable.
- (E) Not rejecting MBEs/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (F) Making efforts to assist interested MBEs/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or bidder.
- (G) Making efforts to assist interested MBEs/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of MBEs/WBEs. Contact within 7 days from the bid opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the bidder's inability to get MBE or WBE quotes.
- (I) Any other evidence that the bidder submits which shows that the bidder has made reasonable good faith efforts to meet the advertised goal.

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

- (1) Whether the bidder's documentation reflects a clear and realistic plan for achieving the Combined MBE/WBE goal.

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

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

Non-Good Faith Appeal

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

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

(A) Participation

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

(B) Joint Checks

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

(C) Subcontracts (Non-Trucking)

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

contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the MBE or WBE is not performing a commercially useful function.

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

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

Commercially Useful Function

(A) MBE/WBE Utilization

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

actually performing and the MBE/WBE credit claimed for its performance of the work, and any other relevant factors. If it is determined that a MBE or WBE is not performing a Commercially Useful Function, the contractor may present evidence to rebut this presumption to the Department.

(B) MBE/WBE Utilization in Trucking

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

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

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

MBE/WBE Replacement

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

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

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

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

the prime contractor can substitute another MBE/WBE or non-MBE/WBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

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

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named MBE/WBE firm, the Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the Combined MBE/WBE goal requirement. If a MBE/WBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (see A herein for required documentation).
- (3) Exception: If the MBE/WBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the

Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and overall goal.

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

Changes in the Work

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

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

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

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

Reports and Documentation

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

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

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

Reporting Minority and Women Business Enterprise Participation

The Contractor shall provide the Engineer with an accounting of payments made to all MBE and WBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier

subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

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

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

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

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

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

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

Failure to Meet Contract Requirements

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

SMALL BUSINESS ENTERPRISE:

(4-19-22)

SP1 G73

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

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

AWARD LIMITS:

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

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

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

PAYMENT AND RETAINAGE:

The Contractor may submit requests for partial payments on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted by the last day of the approved pay period.

Upon satisfactory completion of the work and acceptance by the Department, the contractor shall submit invoices in triplicate for each County according to materials used. All invoices shall have a separate invoice number and include the Requisition and Purchase Order Number of the appropriate contract. All invoice items and unit costs shall correspond to contract pay items. In the event of error or discrepancy in items or unit costs, the Department may return the invoice to the contractor for correction. The invoice shall be completely and legibly filled out with all appropriate information and shall be signed by an authorized representative of the Contractor.

All requests for payment shall be submitted to the **Division Roadside Environmental Engineer's** office at PO Box 1587 Greenville, NC 27835.

Due to the nature of the contract, no retainage will be withheld. However, the Department reserves the right to withhold payment for a specific location until after successful completion of the work as verified by the final inspection of that location.

AUTHORITY OF THE ENGINEER:

(01-30-14)

105-1

SPD 01-460

The Engineer for this project shall be the Division Engineer, Division 2, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representative.

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

PROSECUTION AND PROGRESS:

(3-16-10)

108

SPD 1-700

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

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

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

The Contractor will be required to prosecute the work in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project. The Contractor will not be permitted to suspend his operations except for reasons beyond his control or except where the Engineer has authorized a suspension of the Contractor's operations in writing.

The Contractor's vehicles and equipment shall not be parked on state right-of-way overnight or at other times when work has been suspended unless approved by the Engineer. The Engineer may designate specific locations for parking equipment.

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

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME:

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty (30) days shall be a bar to recovery.

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

SUPERVISION BY CONTRACTOR:

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

At all times that work is actually being performed, the Contractor shall have present on the project one competent English speaking 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.

COOPERATION WITH STATE FORCES:

The NCDOT reserves the right at any time for State Forces to perform other or additional work on or near the work covered by the contract. When State Forces perform work near where contract work is being performed, the Contractor shall conduct their work so as not to interfere with work being performed by State Forces and vice versa. The Contractor shall conduct their operations in such a manner as to avoid damaging any work being performed by State Forces or which State Forces have completed.

PROJECT SPECIAL PROVISIONS

ROADWAY

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

SUPPLEMENTAL SURVEYING:

(4-20-21)

801

SP8 R03

Revise the *2018 Standard Specifications* as follows:

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

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

MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES:

11-17-21

1101

SP11 R03

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

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

CUTTING AND REMOVAL OF VEGETATION:

The Contractor shall cut all vegetation, accessible by foot, up to four inches (4") in diameter as measured six inches (6") from the ground. The Contractor shall cut undesirable weeds, vines, shrubs, and any other herbaceous and woody growth. The remaining cut vegetation shall be a maximum height of three inches (3") for grass and weedy vegetation and a maximum height of one inch (1") for woody vegetation. For any cut woody vegetation, the Contractor shall both remove the cut woody vegetation from the right of way and properly dispose of it or the contractor shall chip all heavy brush/tree branches and spread the shavings at the project site by the end of each week.

The normal area for cutting and removal of vegetation, clippings, and debris around each PRIMARY bridge, culvert, and pipe site will be measured as forty-five feet (45') from the outer limits of the structure or to the bottom of the slope, whichever is greater. The normal areas also include the area between dual bridges and underneath all bridges (see Detail No.1).

The normal area for cutting and removal of vegetation, clippings, and debris around each SECONDARY bridge, culvert, and pipe site will be measured as thirty-five feet (35') from the outer limits of the structure or to the bottom of the slope whichever is greater. The normal area also includes underneath all bridges (see Detail No.2).

The normal area at all sites shall be reduced if it exceeds the state maintained ROW (i.e. existing line of secondary growth). The Contractor shall not surpass the state maintained ROW limits unless directed by the Engineer.

The contractor will notify the Division 2 REU Office daily of his intended route and schedule of work. This will allow the technician to schedule his inspections accordingly. This contact information will be provided upon award of contract.

The Contractor shall be responsible for all cost or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the contractor's equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or relating to, work performed under this agreement.

Any designated landscaped areas and/or wetland mitigation sites (as determined by the Engineer) within the limits noted above will be omitted from the contract.

The Contractor will be paid once at the beginning of the contract for the first cycle at the Initial Cutting and Removal of Vegetation price for the Primary and Secondary routes respectively. All subsequent cycles will be paid as Routine Cutting and Removal of Vegetation price for the Primary and Secondary routes respectively. No additional time will be given for the Initial visit.

Payment for this work will be made under:

Pay Item	Pay Unit
Initial Cutting and Removal of Vegetation, (County) Primary	Each
Initial Cutting and Removal of Vegetation, (County) Secondary	Each
Routine Cutting and Removal of Vegetation, (County) Primary	Each
Routine Cutting and Removal of Vegetation, (County) Secondary	Each

CHAINSAW/POLESAW OPERATOR:

The Contractor shall provide at the minimum the following tools in good working condition: gas powered chain saws with working chain brakes with various bar lengths up to 20 inches, gas powered pole saws with a 10-foot minimum length and any other small hand tools necessary to perform such work. Each saw operator shall be equipped with all personal protective equipment required by OSHA General Industry Standards 29 CFR 1910.42. for such operations including, but not limited to: head protection, hearing protection, eye/face protection, leg protection, foot protection, and hand protection.

Payment for this work will be made under:

Pay Item	Pay Unit
Chainsaw/Polesaw Operator	Hour

TRIMMER OPERATOR:

The Contractor shall provide at the minimum the following tools in good working condition: gas powered, straight shaft hand trimmers equipped with string or blades for cutting brush and low growing vegetation. Each Trimmer Operator shall be equipped with all personal protective equipment required by OSHA General Industry Standards 29 CFR 1910.42. for such operations including, but not limited to: head protection, hearing protection, eye/face protection, leg protection, foot protection, and hand protection.

Payment for this work will be made under:

Pay Item	Pay Unit
Trimmer and Operator	Hour

BRUSH CHIPPER WITH TRUCK:

The Contractor shall provide a Brush Chipper and Truck with a minimum 3 man crew including a competent operator for assigned work. The Brush Chipper and Truck shall be in good working order equipped with all required guards and safety devices. Brush chipper must be fuel powered and rated to accept trees/limbs up to 12 inches in diameter. The truck must be rated to legally tow the chipper and come equipped with an enclosed box capable of holding a minimum of 7 cubic yards of chipped debris.

Payment will only be made when chipper is being operated by the minimum 3 man crew.

Payment for this work will be made under:

Pay Item	Pay Unit
Brush Chipper/Chip Truck/ 3 Man Crew	Hour

LITTER PICK-UP:

Litter pick-up shall be performed on all areas. There shall be no direct payment for litter pick-up, as this work will be considered incidental to the contract.

POSTED WEIGHT LIMITS:

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

BURNING RESTRICTIONS:

(7-1-95)

200, 210, 215

SP2 R05

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

TRAFFIC CONTROL:

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. Portable signs may be used in lieu of stationary signs, as directed by the Engineer.

Failure to have proper traffic control in place prior to beginning work may result in a fine of Two Hundred Fifty Dollars (\$250.00) for each occurrence.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles. The Contractor shall not close more than one lane of traffic without prior approval of the Engineer.

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 incur Liquidated damages in the amount of One Hundred Dollars (\$100.00) per employee, per occurrence for failure to wear a safety vest as specified. Vest shall not be blocked by other outer garments, including backpacks.

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

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

There shall be no direct payment for performing Traffic Control operations, as this work will be considered incidental to the contract.

WORK ZONE INSTALLER:

(7-20-21)

1101, 1150

SP11 R04

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

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, see the Work Zone Safety Training webpage.

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

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

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

STANDARD SPECIAL PROVISION
AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS

(5-20-08)

Z-2

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

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

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

STANDARD SPECIAL PROVISION**ERRATA**

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

Z-4

Revise the *2018 Standard Specifications* as follows:

Division 6

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

Division 7

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

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

Division 10

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

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

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

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

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

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

Division 17

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

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

Directional Drill (1)(1.25”) Linear Foot

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

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

STANDARD SPECIAL PROVISION**PLANT AND PEST QUARANTINES**

**(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guava Root Knot Nematode,
And Other Noxious Weeds)**

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

Z-04a

Within Quarantined Area

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

Originating in a Quarantined County

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

Contact

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

Regulated Articles Include

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

STANDARD SPECIAL PROVISION**MINIMUM WAGES**

(7-21-09)

Z-5

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

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

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

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

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

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

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

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

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

Z-6

Revise the *2018 Standard Specifications* as follows:

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

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

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

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

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

(a) Compliance with Regulations

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

(b) Nondiscrimination

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

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

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

(d) Information and Reports

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

(e) Sanctions for Noncompliance:

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

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

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

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

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

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

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
 5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
 6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))
- (d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.
1. **Applicability**
Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.
 2. **Eligibility**
Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.
 3. **Time Limits and Filing Options**
Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:
 - (i) The date of the alleged act of discrimination; or
 - (ii) The date when the person(s) became aware of the alleged discrimination; or
 - (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.Title VI and related discrimination complaints may be submitted to the following entities:
 - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
 - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
 - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070
 4. **Format for Complaints**
Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form**
Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

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

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

(3) Pertinent Nondiscrimination Authorities

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

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

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

- (a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)
The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

- (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
 3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)
- (c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)
- The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):
1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
 2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
 3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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

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

Z-10

Description

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

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

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

Minorities and Women

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

Assigning Training Goals

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

Training Classifications

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

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

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

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

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

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

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

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

Records and Reports

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

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

Trainee Interviews

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

Trainee Wages

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

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

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

Achieving or Failing to Meet Training Goals

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

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

Measurement and Payment

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

LISTING OF MBE/WBE SUBCONTRACTORS

			Sheet of		
Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

* The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.

** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price:

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

LISTING OF MBE/WBE SUBCONTRACTORS

Sheet of

Firm Name and Address	Circle One	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				
Name Address	MBE WBE				

**** Dollar Volume of MBE Subcontractor \$ _____**

MBE Percentage of Total Contract Bid Price _____%

**** Dollar Volume of WBE Subcontractor \$ _____**

WBE Percentage of Total Contract Bid Price _____%

***The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the MBE/WBE subcontractor, and these prices will be used to determine the percentage of the MBE/WBE participation in the contract.**

**** Dollar Volume of MBE/WBE Subcontractor Percentage of Total Contract Bid Price.**

If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.

If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

ADDENDUM(S)

ADDENDUM #1

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #1.

ADDENDUM #2

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #2.

ADDENDUM #3

I, _____
(SIGNATURE)

representing _____

Acknowledge receipt of Addendum #3.

North Carolina Department of Transportation BID FORM

CONTRACT: 12013929
WBS ELEMENTS: VARIOUS
COUNTIES: DIVISIONWIDE
ROUTES: VARIOUS
DESCRIPTION: CUTTING AND REMOVAL OF VEGETATION

ITEM	SECT	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT BID
1	SP	INITIAL CUTTING AND REMOVAL OF VEGETATION PRIMARY	373	EA		
2	SP	INITIAL CUTTING AND REMOVAL OF VEGETATION SECONDARY	453	EA		
3	SP	ROUTINE CUTTING AND REMOVAL OF VEGETATION PRIMARY	373	EA		
4	SP	ROUTINE CUTTING AND REMOVAL OF VEGETATION SECONDARY	453	EA		
5	SP	CHAINSAW/POLESAW AND OPERATOR	80	HR		
6	SP	TRIMMER AND OPERATOR	80	HR		
7	SP	BRUSH CHIPPER/CHIP TRUCK/3 MAN CREW	40	HR		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____ FEDERAL ID: _____

ADDRESS _____

PHONE _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____

EXECUTION OF BID

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 his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Corporation

Address as Prequalified

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

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of
Partnership

Address as
Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

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

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

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

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, 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 bona fide employees or subcontractors and will not bid for the benefit of another contractor.

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

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

SIGNATURE OF PREQUALIFIED BIDDER

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

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

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

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

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Individual Name

Trading and Doing Business As

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

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

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____
Print or Type Name

Address as Prequalified

Signature of Prequalified Bidder, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

DEBARMENT CERTIFICATION OF PREQUALIFIED BIDDER

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Execution of Contract

Contract No: 12013929

County: Beaufort, Carteret, Craven, Greene, Jones, Lenoir, Pamlico, and Pitt Counties

ACCEPTED BY THE DEPARTMENT

Division Contract Engineer

Date

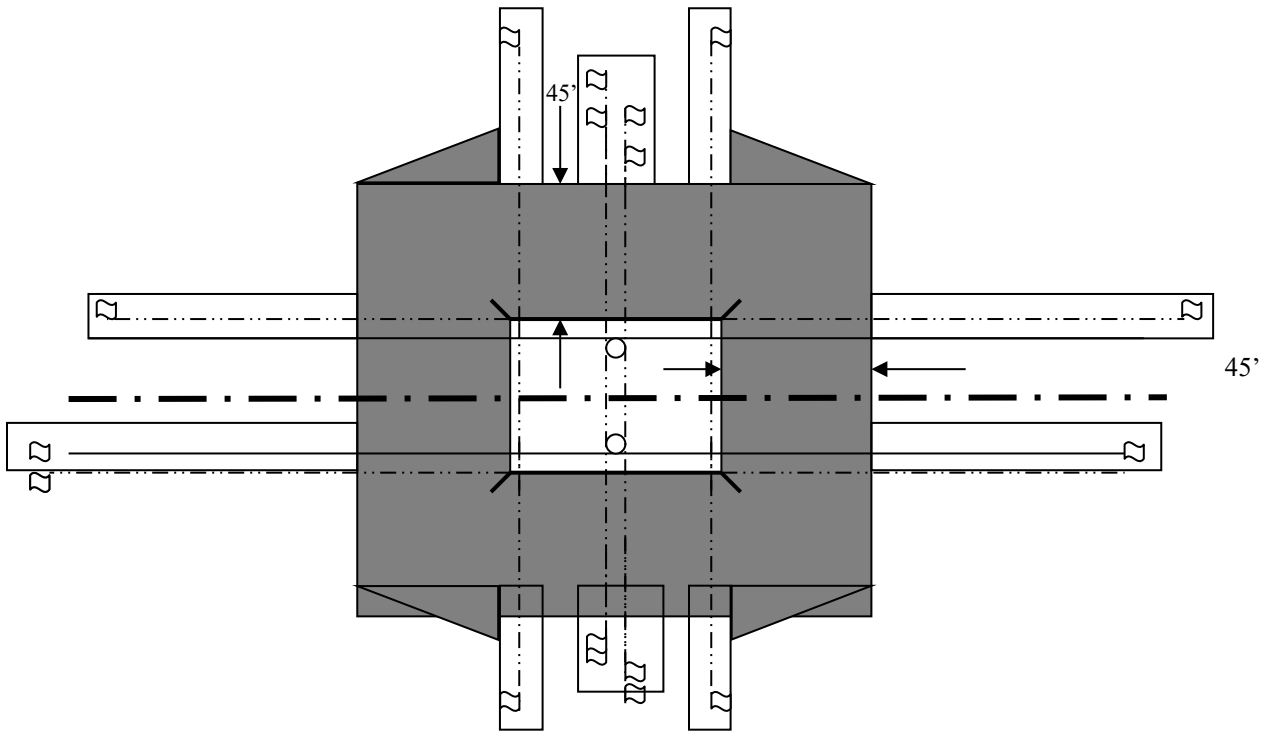
EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Project Development Engineer

Date

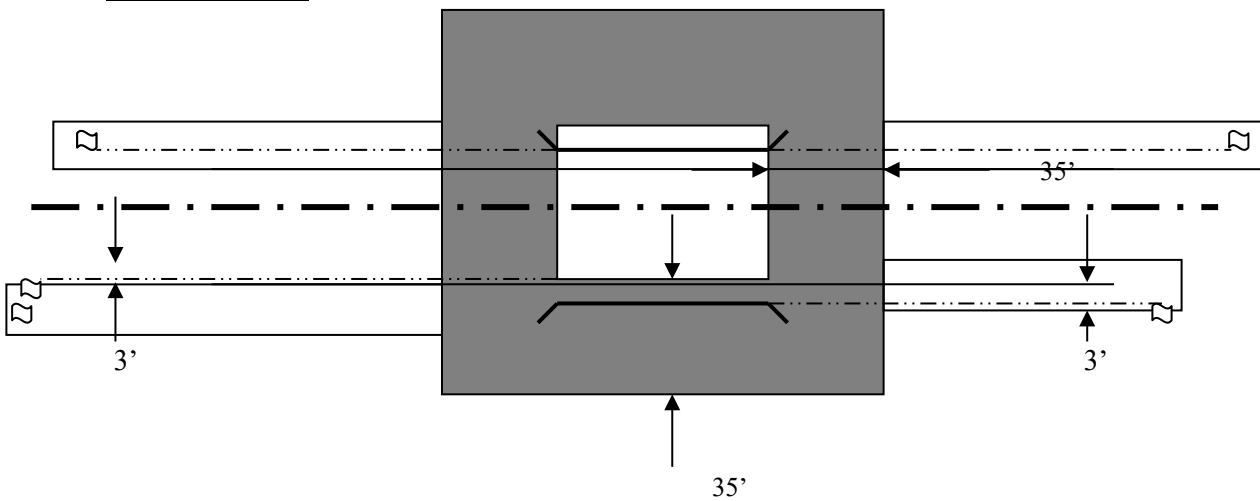
Signature Sheet (Bid) - ACCEPTANCE SHEET

PRIMARY bridge, culvert, pipe and guardrail sites (not to scale)
DETAIL NO.1



SECONDARY bridge, culvert, pipe and guardrail sites (not to scale)

DETAIL NO.2



Normal area to be shrubbed (includes underside of bridge and guardrail).
Paid As EACH.

Beaufort County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
1	2	A11	Bridge	US264 WBL	
2	4	C32	Culvert	NC32	
3	2	D14	Bridge	US17	
4	1	B2	Bridge	SR1410	
5	1	B3	Bridge	SR1001	
6	1	B3	Bridge	SR1422	
7	1	C5	Bridge	NC92	
8	2	C13	Bridge	SR1403	
9	1	D4	Bridge	SR1112	
10	1	E4	Bridge	SR1110	
11	1	E4	Bridge	SR1100	
12	1	B4	Bridge	NC171	
13	1	E5	Bridge	SR1100	
14	3	A22	Bridge	SR1971	
15	3	A22	Bridge	SR1955	
16	3	D25	Bridge	NC306	
18	4	A40	Bridge	NC99	
19	1	E6	Bridge	SR1004	
20	1	F7	Bridge	NC33	
21	4	C33	Bridge	NC32	
23	1	D2	Pipe	NC102	
24	2	B13	Bridge	US264	
25	2	D14	Draw bridge	US17 BUS.	
26	2	C16	Bridge	US264,NC92	
27	3	C25	Bridge	NC306	
28	3	B29	Bridge	NC92	
29	1	F7	Pipe	SR1901	
30	2	C20	Bridge	NC33	
32	2	B19	Pipe	SR1912	
33	1	B7	Bridge	NC99	
34	2	D17	Culvert	US264, NC92	
35	3	D26	Bridge	SR1002	
36	4	F34	Culvert	US264	
37	3	E25	Bridge	SR1923	
38	3	F25	Bridge	SR1924	
39	3	E25	Bridge	SR1925	
40	3	C21	Bridge	SR1932	
41	2	A14	Bridge	US17S	
42	3	D22	Bridge	SR1003	
43	1	C6	Bridge	US264	
45	3	C29	Bridge	NC92	
46	1	B8	Bridge	NC99	
48	3	D26	Bridge	NC33	
49	3	D24	Culvert	NC33, NC306	
50	1	B3	Bridge	US17N	
51	1	C7	Bridge	US264	
52	3	C52	Bridge	NC33	

Beaufort County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
53	1	A7	Bridge	NC45, NC99	
54	1	D7	Bridge	NC99	
55	4	C40	Bridge	US264	
56	1	A3	Bridge	US17	
57	3	E22	Bridge	SR1932	
59	1	D7	Bridge	NC99	
60	1	E4	Bridge	NC33	
61	1	E4	Culvert	NC33	
62	1	C2	Bridge	SR1159	
63	4	C40	Bridge	US264, NC99	
64	1	C7	Bridge	NC99	
65	1	D3	Bridge	NC33	
66	1	B9	Bridge	US264	
67	1	D3	Bridge	SR1136	
68	1	D3	Bridge	SR1136	
69	2	F13	Bridge	SR1136	
70	1	C7	Bridge	NC99	
71	1	D3	Bridge	SR1138	
72	1	D3	Bridge	SR1127	
73	1	D3	Pipe	SR1126	
74	1	D3	Pipe	SR1126	
75	2	F13	Bridge	NC33	
76	2	E12	Bridge	NC33	
77	4	B3	Bridge	NC99	
78	2	D15	City culvert	EAST MAIN STREET	DNM
80	2	D15	City bridge	BROWN STREET	DNM
81	1	E4	Bridge	SR1106	
84	1	B3	Bridge	SR1410	
88	1	A2	Bridge	SR1414	
89	1	A2	Bridge	SR1001	
90	1	A2	Bridge	SR1414	
93	1	A2	Bridge	SR1416	
98	1	B4	Bridge	SR1424	
100	2	B16	Bridge	SR1516	
101	2	B16	Bridge	SR1518	
102	2	B16	Bridge	SR1506	
103	2	D15	Bridge	NC32	
104	2	E18	Bridge	NC32	
105	2	E17	Bridge	SR1326	
110	1	C4	Bridge	SR1507	
112	1	C4	Bridge	SR1523	
113	2	E18	Bridge	SR1331	
115	1	D5	Bridge	SR1334	
118	3	A28	Bridge	SR1339	
119	1	C5	Bridge	SR1520	
124	1	D7	Pipe	SR1718	
126	1	D7	Bridge	SR1725	

Beaufort County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
127	1	D7	Pipe	SR1722	
130	1	D6	Pipe	SR1732	
131	1	D7	Bridge	SR1718	
135	3	A30	Bridge	SR1742	
136	4	B38	Bridge	SR1626	
139	1	B7	Bridge	SR1626	
140	1	B7	Bridge	SR1626	
141	4	B39	Culvert	SR1625	
149	4	A32	Bridge	SR1508	
150	4	B32	Bridge	SR1530	
155	4	D32	Pipe	SR1528	
156	4	B31	Bridge	SR1529	
157	4	B32	Bridge	SR1532	
159	4	E35	Bridge	SR1611	
161	4	B37	Culvert	SR1616	
173	2	D11	Bridge	SR1163	
174	3	C26	Bridge	SR1919	
175	4	C40	Bridge	SR1700	
177	4	C32	Culvert	SR1527	
178	3	C30	Bridge	SR1743	
182	1	D2	Bridge	SR1158	
183	4	F33	Bridge	SR1343	
184	3	A23	Pipe	SR1946	
219	1	E4	Pipe	SR1107	
231	4	E33	Pipe	SR1607	
235	4	C36	Pipe	SR1619	
236	4	C36	Pipe	SR1619	
238	3	F22	Pipe	SR1931	
241	4	B31	Pipe	SR1530	
249	3	C27	Bridge	SR1336	
255	4	B36	Culvert	SR1612	
256	1	D3	Pipe	SR1138	
260	1	A2	Pipe	SR1415	
272	1	B4	Bridge	SR1514	
297	2	C18	Bridge	SR1520	
308	1	B7	Bridge	SR1627	
311	2	C16	Bridge	SR1501	
313	1	B7	Pipe	SR1629	
314	1	C7	Pipe	SR1721	
315	3	C22	Bridge	SR1973	
317	2	D17	Bridge	SR1501	
319	2	B14	Culvert	SR1404	
320	3	A28	Pipe	SR1339	
321	1	E6	Ferry ramp	NC306 FERRY	DNM
322	1	D6	Ferry ramp	NC306 FERRY	DNM
323	2	A11	Bridge	US264E	
324	4	E37	City bridge	WATER STREET	DNM

Beaufort County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
325	1	A7	Pipe	SR1766	
326	3	B29	City bridge	HERON LN.	DNM
330	2	F15	Bridge	SR1199	
340	2	D14	Bridge	US17 BUS	
342	2	A12	Pipe	US264	
346	3	E24	Pipe	SR1938	
349	2	F14	Culvert	SR1123	
351	2	E13	Bridge	NC33	
352	2	B14	Culvert	US17	
353	2	D13	Bridge	US17	
354	2	C14	Bridge	US17 BYPASS N	
355	2	C14	Bridge	US17 BYPASS SBL	
356	2	B14	Bridge	US17 BYPASS N	
357	2	B14	Bridge	US17 BYPASS SBL	
358	2	B14	Bridge	US17 NB	
359	1	B3	Bridge	US17 SB	
363	1	E6	Bridge	NC 306	

Total All Primary Bridge Ends	58
Total All Secondary Bridge Ends	94

Total Primary Completed	0
Total Secondary Completed	0

Updated #####

Carteret County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
1	1	D6	Bridge	SR1300	
2	1	D6	Pipe	SR1300	
3	1	C6	Bridge	SR1300	
4	1	C6	Bridge	SR1300	
6	3	E28	Bridge	NC58	
7	3	B24	Bridge	US70 EBL	
8	3	B24	Bridge	US70 WBL	
9	3	C28	Bridge	NC58	
10	1	D5	Bridge	NC101	
11	3	E21	Bridge	NC24	
12	1	C3	Bridge	NC12	
13	4	C36	Bridge	US70	
14	1	D6	Bridge	NC101	
15	2	A15	Bridge	SR1325	
16	1	C3	Bridge	NC12	
17	2	B15	Pipe	SR1331	
18	2	C15	Bridge	SR1333	
20	3	E22	Bridge	SR1124	
21	3	B22	Bridge	SR1124	
22	3	A23	Bridge	SR1124	
23	3	E23	Bridge	NC24	
24	1	E2	Bridge	NC58	
25	3	A25	Pipe	SR1137	
26	3	B26	Bridge	SR1154	
27	1	E4	Bridge	SR1154	
29	2	E11	Bridge	US70	
30	1	D1	Bridge	NC58	
31	2	C11	Bridge	NC101	
32	2	C11	Bridge	SR1165	
33	2	A13	Bridge	US70	
34	4	B34	Bridge	SR1176	
35	2	B14	Bridge	US70	
37	2	A17	Bridge	US70	
38	1	D8	Bridge	US70	
39	1	D8	Bridge	US70	
40	3	B24	Pipe	SR1140	
41	1	D8	Bridge	US70	
42	1	C8	Pipe	US70	
43	1	D4	Culvert	SR1133	
45	1	C8	Bridge	US70	
46	4	A39	City bridge	OAK LEAF DRIVE	DNM
47	4	A39	City bridge	MIMOSA BLVD.	DNM
49	1	E1	Bridge	SR1101	
57	1	D5	Bridge	SR1391	
63	1	E2	Bridge	SR1104	
68	4	C68	Bridge	SR1182	
73	2	E14	Draw bridge	SR1335	

Carteret County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
81	1	D6	Pipe	SR1161	
83	3	A22	Bridge	SR1125	
86	1	C26	Pipe	SR1316	
95	3	B25	Bridge	SR1247	
96	2	E14	Bridge	SR1335	
98	2	D14	Pipe	SR1333	
99	1	B3	Ferry ramp	NC12 FERRY	DNM
100	1	B3	Ferry ramp	NC12 FERRY	DNM
101	4	B34	Bridge	SR1243	
105	2	E11	Bridge	SR1174	

Total Primary Bridge Ends	23
Total All Secondary Bridge Ends	30

Total Primary Completed	0
Total Secondary Completed	0

Craven County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
1	4	B31	Bridge	SR1309	
2	3	F22	Bridge	SR1715	
3	1	C9	Bridge	SR1700	
4	1	E1	Culvert	NC55	
5	1	B9	Bridge	SR1700	
7	3	E24	Bridge	SR1746	
8	3	D29	Pipe	SR1102	
9	3	C29	Bridge	SR1101	
10	3	C28	Bridge	SR1997	DNM
12	4	F33	Bridge	SR1004	
13	1	C5	Bridge	SR1611	
15	1	E1	Culvert	NC55	
16	1	B4	Bridge	SR1623	
17	1	B4	Bridge	SR1624	
18	1	B4	Bridge	SR1003	
20	1	C4	Bridge	SR1627	
22	1	B4	Bridge	SR1003	
23	1	B4	Bridge	SR1622	
24	2	C20	Culvert	US17 BUS	
25	1	C3	Pipe	SR1621	
26	1	C3	Bridge	SR1621	
27	1	C3	Pipe	SR1630	
29	1	C2	Bridge	SR1641	
30	1	C1	Bridge	SR1476	
31	1	C2	Bridge	SR1478	
32	2	C19	Bridge	SR1440	
33	3	E24	Bridge	NC101	
34	1	D4	Bridge	NC43	
35	2	A35	Bridge	NC43	
36	1	D4	Pipe	SR1244	
37	1	D2	Bridge	NC55	
38	1	C2	Bridge	NC118	
39	2	D19	Pipe	SR1444	
40	1	E3	Bridge	NC41	
41	1	D1	Bridge	SR1464	
42	3	E26	Culvert	NC101	
43	1	D1	Bridge	SR1465	
44	1	C4	Bridge	US17	
46	1	D4	Bridge	SR1226	
47	1	E4	Pipe	SR1224	
49	1	D2	Bridge	NC55	
50	1	C1	Bridge	NC43	
51	1	D3	Culvert	NC55	
52	1	E3	Bridge	SR1001	
53	2	E18	Bridge	SR1239	
54	1	E2	Bridge	SR1239	
55	1	F1	Bridge	SR1264	
56	2	B20	Culvert	US17	

Craven County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
57	1	E1	Bridge	SR1475	
58	1	E2	Pipe	SR1258	
59	1	E2	Pipe	SR1259	
60	4	C36	Draw bridge	US17B,US70B,NC55	
61	2	A11	Bridge	NC55	
62	1	B4	Pipe	SR1621	
63	1	C2	Culvert	US17	
64	1	C4	Pipe	SR1617	
65	1	C5	Bridge	NC55	
66	1	E3	Bridge	SR1232	
67	1	E4	Bridge	SR1224	
68	1	E3	Pipe	SR1232	
69	1	D4	Bridge	US70E.	
71	1	D4	Bridge	US70W.	
72	2	B11	Bridge	SR1225	
73	1	C1	Pipe	SR1643	
74	1	C4	Bridge	SR1615	
75	4	C32	Bridge	US70 EBL	
76	4	C32	Bridge	US70 W	
77	4	C32	Bridge	US17, US70 E	
78	4	C32	Bridge	US17, US70 W	
79	4	C32	Bridge	US17, US70 E	
80	4	C32	Bridge	US17,US70W	
81	2	B16	Bridge	SR1431	
82		C34	Bridge	SR1200	
83	4	D35	Bridge	US17N,US70E,NC55	
84	4	C35	Bridge	US17S,US70W,NC55E	
85	4	D35	Bridge	US70 EBL	
86	4	D35	Bridge	US70 WBL	
87	4	D36	Bridge	US70 EBL	
88	4	D36	Bridge	US70 W BYP	
89	4	D36	Culvert	US70	
90	3	C23	Culvert	US70	
91	3	E24	Bridge	US70 EBL	
92	3	E24	Bridge	US70 W	
93	3	E24	Bridge	US70	
96	1	C4	Pipe	SR1620	
102	1	C2	Pipe	SR1444	
103	2	E18	Bridge	SR1001	
124	1	C4	Culvert	SR1433	
125	2	F13	Bridge	SR1144	
129	1	E3	Bridge	SR1245	
130	1	E3	Pipe	SR1245	
137	1	E3	Pipe	SR1236	
138	1	D1	Bridge	SR1470	

Craven County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Complete
139	1	D1	Bridge	SR1470	
141	1	D1	Bridge	SR1470	
149	4	A34	City bridge	OAKS ROAD	DNM
151	1	D7	Bridge	SR1100	
152	1	E6	Bridge	SR1100	
153	1	E7	Bridge	SR1100	
160	2	E13	Bridge	SR1213	
175	2	C20	Bridge	SR1637	
176	3	E24	Bridge	SR1763	
187	2	A12	Bridge	SR1420	
188	3	A21	Pipe	SR1102	
207	1	C3	Bridge	NC43	
208	2	A16	Pipe	SR1433	
209	1	C3	Bridge	NC43	
210	1	E2	Culvert	SR1256	
211	1	E3	Bridge	SR1005	
212	2	B11	Bridge	SR1005	
214	3	D29	Ferry ramp	NC306 FERR	DNM
216	3	F24	City pipe	GRAY FOX RD.	DNM
221	4	D36	Bridge	US70 BUS. WBL	
222	4	D35	Bridge	US17 N. RAMP	
223	4	B38	Bridge	NC55 RAMP	
231	4	C37	Bridge	US17, NC55	
232	4	C37	Bridge	US17 SBL RAMP	
233	4	D35	Bridge	US17 EBL RAMP	
234	4	D36	Bridge	US70 BUS WBL RAMP	
235	4	D36	Bridge	US17N, NC55E RAMP	
236	4	D36	Bridge	US70 BYP(RAMP)	
237	4	D36	Bridge	US70 BUS W RAMP	
238	4	D35	Bridge	US17 NBL RAMP	
250	4	D36	Ped. walkway	Hwy 70	
251	1	C4	Culvert	US17	
252	4	A40	Pipe	SR1440	
253	1	B2	Pipe	SR1644	
254	1	B2	Pipe	SR1642	
255		E33	City bridge	ALLEN DRIVE	DNM
256	2	C12	Bridge	NC43 BYP. N	
257	2	C12	Bridge	NC43 CONN. SBL	
258	1	E4	Bridge	US17 BYPASS SBL	
259	1	E4	Bridge	US17 BYPASS N	
260	1	E4	Bridge	US17BYP SBL	
261	1	E4	Bridge	US17 N BYPASS	
262	2	C11	Bridge	US17 S	
263	2	C11	Bridge	US17 N	
264	2	B13	Bridge	NC43 BYP S	

Craven County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
265	2	B13	Bridge	NC43 N CONN	
269	1	E4	Bridge	Hwy 17 Conn. Ramp	
268	2	E12	City pipe	SHORELINE DRIVE	DNM
270	3	D7	Bridge	SLOCUM CR. GATE RD	
271	3	D29	Ferry ramp	NC306 FERRY	DNM

Total All Primary Bridge Ends	64
Total All Secondary Bridge Ends	73

Primary Completed	0
Secondary Completed	0

Updated #####

Greene County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
1	1	B6	Bridge	SR1225	
2	1	E7	Culvert	US258	
4	1	A1	Culvert	US13/NC58	
6	1	A2	Bridge	US258	
7	1	B7	Bridge	SR1301	
8	1	C7	Bridge	SR1301	
9	1	C7	Bridge	SR1324	
11	1	B6	Pipe	SR1238	
12	1	D2	Culvert	US264A	
13	1	C6	Bridge	SR1222	
14	1	C6	Bridge	SR1222	
15	1	C6	Bridge	SR1218	
16	1	C6	Bridge	SR1218	
17	1	B8	Bridge	US258	
18	1	C6	Bridge	SR1058	
19	1	C6	Pipe	SR1058	
20	1	A2	Bridge	US13, NC903	
21	1	C6	Pipe	SR1211	
22	1	D7	Bridge	NC58	
23	1	A9	Bridge	NC123	
24	1	D3	Culvert	US264 ALT	
25	1	D6	Bridge	SR 1149	
26	1	D6	Bridge	SR1140	
27	1	D6	Pipe	SR1124	
28	1	C6	Culvert	NC58	
29	1	D8	Culvert	NC123	
30	1	C8	Bridge	SR1345	
32	1	D8	Bridge	SR1401	
33	1	C8	Pipe	SR1402	
34	1	C8	Bridge	SR1344	
35	1	C8	Bridge	SR1343	
36	1	C8	Bridge	SR1343	
37	1	C7	Culvert	US13/US258	
38	1	D9	Bridge	SR1004	
39	1	D8	Pipe	SR1400	
40	1	A3	Bridge	SR1400	
41	1	C8	Bridge	US13	
42	1	C6	Bridge	NC58	
43	1	A8	Bridge	SR1438	
44	1	B6	Culvert	NC58	
46	1	D8	Bridge	SR1091	
47	1	D8	Bridge	SR1091	
48	1	E8	Bridge	SR1432	
49	1	E8	Bridge	SR1434	
50	1	D9	Bridge	NC903	
57	1	D8	Bridge	SR1405	
58	1	D8	Bridge	SR1411	

Greene County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
65	1	C6	Bridge	SR1215	
72	1	C6	Bridge	SR1253	
75	1	C6	Pipe	SR1219	
77	1	B6	Pipe	SR1233	
90	1	C6	Bridge	SR1222	
93	1	B6	Bridge	SR1240	
96	1	B2	Culvert	SR1422	
97	1	D8	Pipe	SR1401	
98	1	D4	Culvert	US264	
99	1	D2	Bridge	SR1308	
100	1	B7	Bridge	US264 W RAMP	
102	1	D3	Bridge	NC91	
107	1	D7	Pipe	NC903	
108	1	D6	Pipe	NC903	
110	1	D6	Pipe	SR1136	

Primary Bridge Ends	21
Secondary Bridge Ends	41

Primary Completed	0
Secondary Completed	0

Updated #####

Jones County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
1	1	C2	Culvert	US258	
2	1	B4	Pipe	SR1305	
3	1	C2	Culvert	US258	
4	1	B3	Bridge	SR1303	
5	1	A4	Culvert	US70	
6	1	B4	Bridge	SR1301	
7	1	B4	Bridge	SR1129	
8	1	B4	Bridge	SR1300	
9	1	E2	Bridge	US17, NC58	
10	1	B4	Bridge	SR1316	
11	1	C4	Bridge	NC41	
12	1	F7	Culvert	NC58	
13	1	C5	Bridge	NC41	
14	1	E6	Bridge	NC58	
15	1	E6	Culvert	NC58	
16	1	D6	Culvert	NC58	
17	1	C6	Bridge	SR1121	
18	1	B6	Pipe	SR1330	
19	1	F2	Bridge	SR1004	
20	1	C7	Bridge	SR1004	
21	1	C6	Bridge	NC58	
22	1	B7	Culvert	NC58	
23	1	C4	Bridge	NC58	
25	1	D5	Bridge	SR1116	
26	1	D6	Bridge	SR1119	
28	1	C5	Pipe	SR1123	
29	1	B7	Bridge	NC41	
30	1	D2	Bridge	SR1146	
31	1	C3	Bridge	SR1153	
32	1	C3	Bridge	SR1142	
33	1	C3	Bridge	SR1130	
34	1	B5	Pipe	NC41	
35	1	C4	Bridge	SR1129	
36	1	C4	Bridge	SR1131	
38	1	C4	Pipe	SR1130	
45	1	C2	Pipe	SR1150	
48	1	B3	Pipe	SR1303	
50	1	D1	Bridge	SR1148	
51	1	B3	Pipe	SR1305	
53	1	C4	Pipe	SR1131	
55	1	D2	Pipe	SR1146	
59	1	F7	Bridge	SR1100	
60	1	B4	Bridge	SR1315	
61	1	B5	Pipe	SR1320	
63	1	B3	Bridge	SR1159	
64	1	D4	Bridge	SR1134	
66	1	C5	Pipe	SR1327	

Jones County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
68	1	E7	Pipe	SR1105	
71	1	D6	Culvert	SR1108	
72	1	B3	Bridge	SR1155	
73	1	C7	Bridge	SR1341	
75	1	C5	Bridge	SR1319	
77	1	E1	Pipe	SR1337	
80	1	D6	Bridge	SR1114	
85	1	D2	Bridge	SR1147	
87	1	D6	Bridge	SR1115	
89	1	A5	Culvert	US70	
90	1	D6	Bridge	US17 Bus., NC58S	
91	1	D6	Bridge	US17 Bus., NC58	
92	1	E6	Bridge	US 17 Bypass	
93	1	E6	Bridge	US 17 Bypass	
94	1	E6	Bridge	SR1116	
95	1	F1	Bridge	US 17 Bypass	
96	1	F1	Bridge	US 17 Bypass	
97	1	E2	Bridge	US 17 Bypass	
98	1	E2	Bridge	US 17 Bypass	
99	1	E2	Bridge	US 17 Bypass	
100	1	E2	Bridge	US 17 Bypass	
101	1	E2	Bridge	US 17 Bypass	
102	1	E2	Bridge	US 17 Bypass	
103	1	D2	Bridge	US 17 Bypass	
104	1	D2	Bridge	US 17 Bypass	
105	1	C6	Bridge	US 17 Bypass	
106	1	C6	Bridge	US 17 Bypass	
107	1	C6	Bridge	US 17 Bypass	
108	1	C6	Bridge	US 17 Bypass	
109	1	C6	Bridge	US 17 Connector	
110	1	C6	Bridge	US 17 Connector	

Total All Primary Bridge Ends	36
Total All Secondary Bridge Ends	42

Total Primary Completed	0
Total Secondary Completed	0

Updated #####

Lenoir County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
1	1	E7	Culvert	US258	
2	2	B18	Bridge	SR1732	
3	1	D5	Culvert	NC55	
4	2	A18	Bridge	SR1732	
5	1	B7	Bridge	SR1729	
6	1	B1	Bridge	SR1004	
7	1	E7	Culvert	US258	
8	1	D6	Culvert	NC11	
9	2	B18	Bridge	NC55	
10	1	E7	Culvert	US258	
11	1	D1	Bridge	US70 EBL	
12	1	E2	Bridge	SR1800	
13	1	D1	Bridge	US70 WBL	
14	2	A19	Bridge	SR1809	
15	2	E16	Bridge	US70B & US258B	
16	1	D7	Bridge	US258	
17	2	E18	Bridge	SR1804	
18	1	E2	Bridge	NC118	
20	2	B19	Bridge	NC55	
21	1	D8	Culvert	NC58	
22	1	D2	Bridge	NC903	
23	2	F17	Bridge	SR1905	
24	1	D8	Bridge	SR1920	
25	1	E7	Bridge	SR1921	
26	2	E16	Bridge	US70,US258BUS, NC58	
27	2	D12	Bridge	US70E	
29	2	D12	Bridge	US70W	
30	2	F16	Bridge	NC58	
31	1	D7	Pipe	SR1141	
32	1	D6	Bridge	SR1141	
33	1	E6	Bridge	SR1130	
34	2	B20	Bridge	NC55	
35	1	E7	Bridge	SR1131	
36	2	D16	Bridge	NC11/55	
38	1	E6	Bridge	SR1113	
39	2	C16	Culvert	NC58	
40	1	D6	Bridge	SR1111	
41	2	B17	Culvert	NC58	
42	2	E16	Bridge	US70,US258BUS, NC58	
44	1	C5	Bridge	SR1300	
45	1	C5	Bridge	NC903	
46	1	C5	Pipe	SR1313	
47	1	D1	Bridge	NC903	
48	1	C5	Bridge	SR1326	
49	1	C5	Bridge	SR1311	
50	1	B7	Bridge	NC58	

Lenoir County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
51	1	B9	Bridge	NC55	
52	1	C6	Bridge	SR1389	
53	2	D16	Bridge	NC11/55	
54	2	D14	Bridge	US70,US258 RAMP	
55	2	E11	Bridge	SR1324	
56	2	D15	Bridge	US70E,US258S	
57	2	D15	Bridge	US70WB,US258N	
58	2	D16	Bridge	NC11/55	
59	1	A7	Bridge	NC58	
60	2	D15	Bridge	US70E; US258S	
61	2	E13	Bridge	SR1340	
62	2	D15	Bridge	US70W;US258N	
63	1	B6	Culvert	SR1518	
64	2	D16	Bridge	NC11/NC55	
65	2	D17	Culvert	NC11,NC55	
66	2	F18	Bridge	US70E	
67	1	B6	Bridge	SR1515	
68	1	B6	Bridge	SR1515	
69	1	B5	Bridge	SR1501	
70	2	B18	Bridge	NC11N	
71	2	B18	Bridge	NC11S	
72	1	B5	Bridge	SR1502	
73	2	F18	Bridge	US70 WBL	
74	1	B6	Bridge	SR1535	
75	1	E1	Culvert	NC11	
76	1	D2	Bridge	NC11 SBL	
77	1	D2	Bridge	NC11 SBL	
79	2	B12	Bridge	SR1544	
80	2	D17	City culvert	CASWELL STREET	DNM
81	2	D17	City culvert	GORDON STREET	DNM
83	2	B15	Pipe	SR1572	
84	2	E17	City bridge	LINCOLN STREET	DNM
85	2	C16	City culvert	DANIELS STREET	DNM
92	2	D17	Culvert	SR1810	
105	1	E6	Bridge	SR1105	
110	1	B5	Bridge	SR1501	
124	1	E7	Bridge	SR1119	
128	1	C2	Bridge	SR1515	
135	1	E1	Culvert	SR1709	
136	2	B18	Bridge	SR1742	
139	1	C5	Bridge	NC903	
140	1	C5	Culvert	NC903	
143	1	D7	Bridge	SR1922	
152	1	C6	Bridge	SR1389	
153	1	C6	Bridge	SR1389	
155	2	E13	Bridge	SR1340	
157	2	C20	Pipe	SR1804	

Lenoir County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
158	2	D19	Culvert	SR1804	
159	1	C8	Culvert	SR1803	
161	1	D8	Pipe	SR1913	
162	1	D8	Culvert	SR1913	
163	2	E11	Pipe	SR1324	
164	1	C1	Bridge	SR1603	
166	1	E1	Pipe	SR1757	
168	2	B16	Culvert	SR1578	
169	1	B6	Culvert	SR1690	
170	1	B6	Culvert	SR1001	
171	1	B6	Culvert	SR1514	
172	2	C20	Culvert	NC55	
175	1	D3	Bridge	NC11 BYP N	
176	1	D3	Bridge	NC11 BYP. SBL	
177	2	A14	Bridge	NC148 EBL	
178	2	A14	Bridge	NC148 WBL	
179	2	B15	Culvert	NC148	
180	2	A14	Culvert	SR1575	
185	1	C5	Pipe	SR1302	
187	1	D5	Pipe	NC903	
191	2	D12	Bridge	NC148W.RAMP	
192	2	D13	Bridge	NC148W	
193	2	D13	Bridge	NC148E	
194	2	C13	Bridge	NC148W	
195	2	C13	Bridge	NC148E	
196	2	B13	Bridge	NC148W	
197	2	B13	Bridge	NC148E	
198	2	B13	Bridge	NC148W	
199	2	B13	Bridge	NC148E	
200	2	D13	Bridge	NC148 EBL	
201	2	D13	Bridge	US70 WBL	
202	2	D13	Bridge	US70E	
203	2	C13	Culvert	NC148	
204	2	D13	Culvert	US70, NC148 RAMP	
205	2	D13	Culvert	NC148 RAMP	
206	1	B5	Bridge	SR1603	
207	1	B5	Bridge	US 70	
208	2	A16	Bridge	NC148W	
209	2	A16	Bridge	NC148E	
210	2	A17	Bridge	NC148W	
211	2	A17	Bridge	NC148E	
212	2	A18	Bridge	NC148W	
213	2	A18	Bridge	NC148E	
214	2	A18	Bridge	NC148W	
215	2	A18	Bridge	NC148E	
216	2	A19	Bridge	NC148W	

Lenoir County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
217	2	A19	Bridge	NC148E	
218	2	A19	Bridge	NC148E	
219	2	A18	Bridge	NC148W	
220	2	A20	Bridge	NC148E	
221	2	A20	Bridge	NC148W	
223	1	E6	Bridge	SR 1121	

Total All Primary Bridge Ends	83
Total All Secondary Bridge Ends	58

Total Primary Completed	0
Total Secondary Completed	0

Updated #####

Pamlico County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
1	1	C3	Bridge	SR1128	
2	1	C3	Pipe	SR1126	
4	2	C13	Bridge	SR1344	
5	1	D4	Pipe	SR1125	
7	2	B14	Pipe	SR1203	
8	2	C14	Bridge	SR1343	
9	2	C14	Bridge	SR1002	
10	1	C7	Bridge	SR1228	
11	1	B7	Bridge	SR1230	
12	1	D4	Bridge	SR1005	
14	1	E4	Bridge	SR1005	
15	1	C7	Bridge	NC33,NC304	
16	1	D6	Bridge	SR1324	
17	1	D7	Bridge	SR1327	
18	1	D2	Bridge	SR1316	
19	1	D4	Bridge	NC55	
20	1	A2	Bridge	SR1005	
21	1	A1	Bridge	SR1005	
24	2	C15	Bridge	NC304	
26	2	B16	Culvert	NC304	
27	2	B16	Culvert	NC304	
28	1	E4	Bridge	SR1005	
29	2	B17	Culvert	NC304	
30	2	C18	Culvert	NC304	
31	2	B18	Bridge	NC304	
32	2	C11	Bridge	NC55	
34	2	C13	Culvert	NC55	
35	2	A19	Bridge	NC304	
36	2	C15	Bridge	NC55	
37	2	D37	Bridge	NC55	
38	1	D2	Bridge	NC55	
39	2	C13	Pipe	SR1205	
40	2	A20	Bridge	NC304	
42	1	C7	Bridge	NC304	
43	1	D2	Bridge	NC55	
44	1	C7	Bridge	NC304	
53	1	B3	Bridge	SR1308	
56	1	E4	Bridge	SR1115	
57	1	F5	Bridge	SR1302	
58	1	B7	Bridge	SR1228	
64	1	F5	Bridge	SR1303	
65	1	F5	Bridge	SR1304	
67	2	C13	Bridge	SR1204	
75	1	C7	Bridge	SR1224	
76	2	F12	Ferry ramp	NC306 FERRY	DNM
78	2	F12	Ferry ramp	NC306 FERRY	DNM

Pamlico County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
Total All Primary Bridge Ends					18
Total All Secondary Bridge Ends					26
Total Primary Completed					0
Total Secondary Completed					0

Updated #####

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
1	1	E4	Bridge	NC903	
2	4	F35	Bridge	US264ALT/NC33	
5	3	C30	Bridge	SR1777	
6	3	C30	Bridge	SR1756	
7	1	A4	Bridge	NC33	
8	3	D29	Bridge	SR1772	
9	3	D22	Bridge	NC903	
10	3	B29	Bridge	SR1760	
11	3	E26	Pipe	SR1743	
12	2	A19	Bridge	SR1755	
13	2	A17	Bridge	SR1753	
14	5	D43	Bridge	US258	
15	1	D7	Bridge	SR1565	
16	1	D4	Bridge	US13	
17	1	D7	Bridge	SR1780	
19	3	E22	Culvert	NC11	
20	1	F7	Bridge	SR1941	
21	2	D18	Bridge	SR1925	
22	2	F14	Culvert	NC118	
23	2	A18	Bridge	NC43	
24	5	B46	Bridge	NC222	
25	3	F24	Bridge	SR2241	
26	5	D44	Bridge	NC121	
27	4	B36	Bridge	NC903	
28	3	D24	Bridge	SR1711	
29	3	D25	Bridge	SR1715	
30	4	F34	Bridge	SR1703	
31	4	F33	Railroad bridge	NORFOLK SOUTH. RR	
32	2	A17	Bridge	SR1750	
34	4	F36	Bridge	US264 ALT/NC 33	
35	1	E4	Pipe	NC102	
36	5	A46	Bridge	NC33	
37	2	B15	Bridge	SR1724	
38	4	E33	Bridge	US13, NC11	
39	4	E33	Bridge	US13S, NC11	
40	4	F35	Culvert	SR1598	
41	5	A41	Culvert	US258	
42	2	D16	Bridge	SR1753	
43	2	E17	Bridge	SR1923	
44	2	F14	Pipe	SR1915	
46	5	B46	Culvert	NC43	
47	3	A23	Culvert	NC11, NC43, NC903	
49	3	C22	Bridge	SR1126	
50	4	C32	Bridge	NC33	
51	1	C4	Pipe	NC121	
53	3	F23	Bridge	NC102	

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
54	5	A48	Bridge	NC903	
55	4	E36	Bridge	US264ALT/NC33 EBL	
56	4	E33	Bridge	US13,NC11,NC903 NB	
57	4	E33	Bridge	US13 S,NC11,NC903	
58	4	E36	Bridge	US264W ALT, NC33W	
59	4	D34	Culvert	NC33	
60	5	A45	Bridge	NC43	
61	1	A7	Bridge	NC903	
62	1	D4	Pipe	SR1125	
63	3	F25	Bridge	NC102	
64	5	D46	Bridge	SR1214	
65	5	D46	Bridge	SR1200	
66	4	E33	Bridge	US13,NC11,NC903 NBL	
67	5	E46	Bridge	SR1217	
68	5	E46	Bridge	SR1217	
69	1	D4	Bridge	SR1139	
70	4	E33	Bridge	US13,NC11,NC903 S	
71	2	C18	Bridge	NC102	
72	3	A30	Bridge	NC33	
73	5	D41	Bridge	SR1229	
74	1	C2	Bridge	SR1231	
75	5	E45	Bridge	SR1218	
76	5	E45	Bridge	SR1218	
78	4	A34	Bridge	US13/NC11 N	
79	5	D45	Bridge	SR1200	
80	5	C43	Bridge	SR1200	
81	5	C43	Bridge	SR1200	
82	5	D42	Bridge	SR2107	
83	1	E7	Bridge	NC102	
84	1	C2	Bridge	SR1233	
85	1	B3	Pipe	SR1248	
86	1	B3	Bridge	SR1251	
87	3	A30	Bridge	NC33	
88	4	C38	Culvert	US264	
89	5	B50	Bridge	US13 BUS	
90	5	C43	Bridge	US264 EBL	
91	1	C8	Bridge	US264W	
92	1	C4	Bridge	SR1258	
93	5	B45	Pipe	SR1255	
94	4	F35	City bridge	5TH STREET	DNM
95	4	D32	Bridge	SR1401	

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
96	4	F34	City pipe	ROCK SPRING ROAD	DNM
97	3	A24	City culvert	ARLINGTON BLVD	DNM
98	5	A46	Bridge	SR1407	
99	3	A23	City culvert	HOOKER ROAD	DNM
101	1	A4	Bridge	SR1409	
102	1	A4	Bridge	SR1404	
104	1	A4	Bridge	SR1409	
105	4	E35	Culvert	SR1530	
109	4	A35	Bridge	SR1514	
110	4	A35	Bridge	SR1521	
111	4	A39	Bridge	SR1588	
113	5	B50	Bridge	SR1500	
114	1	B6	Pipe	SR1518	
116	4	E38	Bridge	SR1534	
118	4	C38	Bridge	SR1538	
119	4	C38	Pipe	SR1538	
121	4	C37	Bridge	SR1541	
123	4	A40	Bridge	SR1552	
124	4	A40	Bridge	SR1550	
125	1	C7	Bridge	SR1565	
127	5	A44	Bridge	SR1565	
130	1	C3	Bridge	SR1242	
131	5	E47	Bridge	SR1138	
132	3	D29	Pipe	SR1755	
138	4	B31	Pipe	SR1415	
142	1	D7	Bridge	SR1777	
144	1	B6	Bridge	SR1517	
154	2	B12	Bridge	SR1900	
156	5	B42	Bridge	SR1240	
157	5	B46	Bridge	SR1255	
161	3	F26	Pipe	SR1749	
162	5	D50	Bridge	SR1427	
164	1	B5	Bridge	SR1424	
169	3	B24	Culvert	SR1708	
171	4	C33	Bridge	SR1418	
174	1	C3	Pipe	SR1243	
176	3	F23	Bridge	SR 1122	
183	3	C22	Bridge	SR1128	
198	5	A47	Bridge	SR1404	
208	2	C13	Culvert	SR1907	
211	2	F14	Culvert	SR2227	
214	3	F26	Bridge	SR1745	
219	3	A26	Bridge	SR1726	
223	5	A42	Pipe	SR1232	
230	1	C2	Pipe	SR1232	
238	4	F34	Culvert	SR1702	

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
243	4	E37	Bridge	SR1535	
247	2	E13	Pipe	SR1911	
302	1	B6	Pipe	SR1512	
304	4	D36	Pipe	SR1523	
400	4	A35	Pipe	SR1520	
407	2	E13	Pipe	SR1913	
409	1	B5	Bridge	SR1425	
410	4	F34	Culvert	SR1707	
411	4	E34	Bridge	SR1531	
412	2	A20	Pipe	SR1785	
415	2	B12	Bridge	SR1108	
417	4	C33	Culvert	SR1418	
418	2	E15	Pipe	SR1918	
419	4	F36	City bridge	OXFORD ROAD	DNM
420	3	A26	City culvert	OXFORD ROAD	DNM
421	3	A25	City bridge	KING GEORGE RD.	DNM
422	3	E22	Bridge	SR1149	
423	3	E22	Culvert	SR1149	
424	5	A44	Culvert	SR1250	
425	4	F34	Railroad bridge	NORFOLK SOUTH.RR	
430	4	D35	Bridge	SR1529	
431	4	D35	Bridge	SR1591	
432	5	E45	Bridge	US 258 BYP	
433	5	D46	Bridge	SR1200	
434	1	C8	Bridge	US264 EBL	
435	4	F34	City pipe	ELM STREET	DNM
436	5	C43	Bridge	US264 WBL	
437	4	B31	Pipe	NC33	
439	5	D41	Culvert	US264	
440	5	D41	Bridge	SR1229	
441	5	E45	Culvert	US264	
442	5	D47	Bridge	US264 WBL	
443	5	D47	Bridge	US264 EBL	
444	5	D47	Culvert	SR1212	
445	5	D41	Culvert	US264	
446	5	D44	Bridge	NC121	
447	5	C43	Bridge	US264 EBL	
448	5	C43	Bridge	US264 WBL	
449	5	C43	Culvert	US264	
450	4	E31	Bridge	NC43	
451	4	F31	Bridge	SR1202	
452	4	D32	Culvert	US264, FUTURE I587	
453	4	D32	Bridge	US264E	
454	4	D32	Bridge	US264 WBL	
455	4	D32	Bridge	US264 EB	

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
456	4	D32	Bridge	US264 WBL	
457	4	F31	Bridge	US264 BYP.	
458	4	F31	Bridge	US264 BYP. EB	
459	4	D32	Bridge	SR1401	
460	4	C32	Bridge	NC33	
461	4	C33	Bridge	SR1419	
462	4	C32	Culvert	US264	
463	4	C33	Culvert	US264	
464	4	C34	Bridge	US264E	
465	4	C34	Bridge	US264 WBL	
466	4	F33	City culvert	ARLINGTON BLVD.	DNM
467	4	C34	Culvert	US13, US264	
468	4	C34	Culvert	US264 RAMP	
469	3	A25	City bridge	KENSINGTON DR.	DNM
470	4	E34	Bridge	SR1611	
471	5	D45	Bridge	US 258 BYPASS	
472	5	D47	Bridge	SR1210	
477	5	B50	Culvert	US13, NC11	
478	5	B50	Bridge	US13/NC11 BYP. NB	
479	5	B50	Bridge	US13/NC11 BYP SB	
480	5	B50	Bridge	US13/NC11 BYP- NB	
481	5	B50	Bridge	US13/NC11 BYP.- SB	
482	4	A34	Bridge	US13, NC11 SBL	
483	5	A44	Culvert	SR1250	
484	3	B24	Pipe	SR1708	
485	3	C22	Pipe	SR1131	
486	3	C24	Pipe	SR1709	
487	4	E32	Bridge	NC43	
488	4	F34	Bridge	SR1598	
489	2	A11	Bridge	NC11S	
490	2	A11	Bridge	US264S.BYP.	
491	2	A11	Bridge	US264SW BYP.	
492	3	F21	Bridge	US264SW BYP.	
493	3	F21	Bridge	US264SW BYP.	
494	3	E21	Bridge	US264 S.W.BYP	
495	3	E21	Bridge	US264S.W. BYP.	
496	3	D21	Bridge	US264SW BYP.	
497	3	D21	Bridge	US264SW BYP.	
498	1	D4	Bridge	US264BYP	
499	1	D4	Bridge	US264BYP.	
500	1	D4	Bridge	US264BYP.	
501	1	D4	Bridge	GREENVILLESW BYP	
502	5	F48	Bridge	NC11BYP	

Pitt County Bridge Ends

Bridge #	Map #	Key	Structure Type	Route	Date Completed
503	5	F48	Bridge	NC11S;BYP.	
504	5	E48	Bridge	US264SW BYP.	
505	5	E48	Bridge	NC11S;BYP.	
506	4	F31	Bridge	NC11S;BYP.	
507	4	F31	Bridge	NC11S;BYP.	
508	4	F31	Bridge	GREENVILLE,S BYP	
509	4	F31	Bridge	US264S,BYP	
510	5	F48	Bridge	SR1128	

Total All Primary Bridge Ends	97
Total All Secondary Bridge Ends	119

Total Primary Completed	0
Total Secondary Completed	0

Updated