

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION 2

PROPOSAL

DATE AND TIME OF BID QUESTIONS: May 4, 2022 AT 5:00 PM

DATE AND TIME OF BID OPENING: May 11, 2022 AT 2:00 PM

CONTRACT ID: 12029361

WBS ELEMENT NO.: Various

COUNTY: Carteret, Craven, Jones, and Lenoir Counties

MILES: Various MILES

ROUTE NO.: Various

LOCATION: Carteret, Craven, Jones, Lenoir

TYPE OF WORK: Roadside

NOTICE:

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

THIS IS A Roadway PROJECT.

BID BONDS ARE NOT REQUIRED.

NAME OF BIDDER

ADDRESS OF BIDDER

**PROPOSAL FOR THE CONSTRUCTION OF
CONTRACT No. 12029361 IN CARTERET, CRAVEN, JONES AND LENOIR COUNTIES, NORTH CAROLINA
MAY 11, 2022
DEPARTMENT OF TRANSPORTATION,
RALEIGH, NORTH CAROLINA**

The Bidder has carefully examined the location of the proposed work to be known as Contract No. 12029361; 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. 12029361 in Carteret, Craven, Jones and Lenoir 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.



04/13/2022

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INSTRUCTIONS TO BIDDERS

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

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

TRADITIONAL PAPER BIDS:

1. Small Business Enterprise bidders shall submit a SBE Application for Certification Form within the NC Online Certification System on the Department's website and have been approved by the Office of Civil Rights prior to bidding. The SBE shall submit this form for approval at a minimum of one week prior to bidding.
2. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
 - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
Corporations that have a corporate seal should include it on the bid.
 - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
 - c. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 1037 WH Smith Blvd, BY 2:00 PM ON, May 11, 2022.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR – VEGETATION REMOVAL AT STATIONARY OBJECTS IN CARTERET, CRAVEN,
JONES, LENOIR TO BE OPENED AT 2:00 PM ON, May 11, 2022.**

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

**N. C. DEPARTMENT OF TRANSPORTATION
ATTN: Mary Moore, PE
1037 WH Smith Blvd
Greenville, NC 27834**

PROJECT SPECIAL PROVISIONS**GENERAL****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, May 4, 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 “**12029351 (VEGETATION REMOVAL AT STATIONARY OBJECTS IN CARTERET, CRAVEN, JONES, LENOIR) – 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 **June 1, 2022**.

The completion date for this contract is **December 31, 2022**.

The Contractor shall submit a bid for the remainder of this year, ending December 31, 2022. At the option of the Department, this contract may be extended for two (2) additional periods of one (1) year each for a maximum period of three (3) years total. Extensions for additional term(s) are not guaranteed. Each line item bid price will be increased for each one (1) year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. Including all renewals, the total contract expenditures shall not exceed the maximum purchase order value of \$5 million.

The Contractor will be notified within sixty (60) days before expiration of the contract if NCDOT chooses not to offer an extension. Upon receipt of notification, the Contractor must notify the Engineer in writing within thirty (30) days the contract completion date of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered a rejection of the contract extension. NCDOT is under no obligation to renew this contract beyond its original one (1) year period.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES

Unless otherwise directed by the Engineer the Contractor shall begin and end cyclical trimming according to the following intermediate completion times.

Cycle	Start Date	Completion Date
1	06/01/2022	08/1/2022
2	09/15/2022	11/15/2022

The Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day for which acceptable completion of work is delayed beyond its intermediate Date of Completion.

The Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each calendar day after five (5) days from the Date of Availability that the Contractor has not begun work.

DAY AND TIME RESTRICTIONS FOR TRIMMING OF VEGETATION

The Contractor shall complete the required work of installing, maintaining and removing the traffic control devices where required. Unless approved by the Engineer, the Contractor shall not perform any work on this project and/or close or narrow a lane of traffic on this project during the following time restrictions:

- Monday–Friday from thirty (30) minutes before sunset to thirty (30) minutes after sunrise the following day.
- Saturday from thirty (30) minutes before sunset to thirty (30) minutes after sunrise the following Monday.

INTERMEDIATE CONTRACT TIME AND LIQUIDATED DAMAGES FOR TRIMMING OF VEGETATION

The Contractor shall not work within the roadway or associated right of way on any state maintained route, 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 WORK RESTRICTIONS

1. For **unexpected occurrence** that creates unusually high traffic volumes, as directed by the Engineer.
2. For **New Year's Day**, between the hours of **4:00 p.m.** December 31st and **8:30 a.m.** January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until **8:30 a.m.** the following Tuesday.
3. For **Martin Luther King, Jr. Day**, between the hours of **4:00 p.m.** Friday and **8:30 a.m.** Tuesday.
4. For **Easter**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Tuesday.
5. For **Memorial Day**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Tuesday.
6. For **Independence Day**, between the hours of **4:00 p.m.** the day before Independence Day and **8:30 a.m.** the day after Independence Day.

If **Independence Day** is on a Friday, Saturday, Sunday or Monday, then between the hours of **4:00 p.m.** the Thursday before Independence Day and **8:30 a.m.** the Tuesday after Independence Day.

7. For **Labor Day**, between the hours of **4:00 p.m.** Thursday and **8:30 a.m.** Tuesday.
8. For **Veteran's Day**, between the hours of **4:00 p.m.** on the day prior and **8:30 a.m.** the next business day.
9. For **Thanksgiving Day**, between the hours of **4:00 p.m.** Tuesday and **8:30 a.m.** Tuesday.

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

Holidays and holiday weekends shall include New Years, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor shall schedule his work so that work is 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 where required or begins trimming operations according to the time restrictions listed herein.

The completion time for this intermediate contract work shall be the time the Contractor removes all traffic control devices where required or stops trimming operations according to the time restrictions listed herein.

Liquidated damages for this contract are **Two Hundred Fifty Dollars (\$250.00)** per hour or portion thereof that the Contractor operates outside of the work hours as stated above.

SAFETY PRECAUTIONS

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 SSRS 108-7. All signs shall be clean, legible, and in good condition as determined by the Engineer.

TRAFFIC CONTROL

In addition, the Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide work zone signing as specified. The Contractor shall incur Liquidated Damages in the amount of **Two Hundred Fifty Dollars (\$250.00)** for each occurrence for failure to remove work zone signing at the end of the day.

LIGHTING AND SIGNAGE

In addition, the Contractor shall incur immediate Liquidated Damages in the amount of **Five Hundred Dollars (\$500.00)** for each occurrence for failure to provide operational lighting and signing on all equipment as specified.

SAFETY VESTS

In addition, the Contractor shall incur Liquidated Damages in the amount of **One Hundred Dollars (\$100.00)** per employee for each occurrence for failure to wear a safety vest as specified, which includes prohibiting the safety vests being blocked from view by backpacks, etc.

CONTRACTOR

INSURANCE REQUIREMENTS

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Refer to Section 107-15 in the "*Standard Specifications for Roads and Structures, 2018*" for additional information.

SUPERVISION

At all times that work is actually being performed, the Contractor shall have available on the project one competent individual who has been authorized to act in a supervisory capacity over all work. In the event a project is clustered and consists of two or more counties, a supervisor will be required for each crew, as the Engineer may consider necessary. The individual who has been so authorized shall be experienced in the type of work being performed and is to be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and of receiving and carrying out directions from the Engineer or their authorized representatives.

The appointed Supervisor(s) name and contact information shall be shared with the Engineer prior to beginning the first trimming cycle of each year covered under this contract. Each Supervisor shall have a cellular telephone for communication with the Engineer/Inspector for the project. In the event a supervisor changes telephone numbers advance notice must be given to the Engineer.

At least one (1) English speaking employee must be on-site with each crew during the trimming operation.

PROSECUTION OF WORK

The Contractor will be notified by the Engineer as to when to begin operations for each cycle or portion thereof and for any additional work, and the Contractor shall begin work and complete the work within the time frame specified in the Project Special Provisions. Any work performed prior to the time of notification by the Engineer will not be included in any payment to the Contractor. The Contractor will be required to prosecute the work in a continuous and uninterrupted manner. Any portion of routes that do not need to be trimmed in a subject cycle will be designated by the Engineer and deleted from that cycle. No payment will be made for portions of routes that are not trimmed.

OPERATION OF EQUIPMENT

All personnel shall be properly trained and qualified to operate the piece of equipment to which they are assigned. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. The equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended, unless approved by the Engineer.

RESPONSIBILITY FOR DAMAGE CLAIMS

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

PROTECTION AND RESTORATION OF PROPERTY

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

The Contractor shall conduct operations so as to prevent damage to roadway delineators and signs. Should any essential sign (YIELD, ONE WAY, etc.) suffer more than minor damage, the Engineer shall be notified no later than the end of that work day. Damage to STOP signs shall be reported immediately. Such signs will be repaired or replaced by the Department at the Contractor's expense. Damage to other signs, delineators, etc. will be repaired or replaced by the Department at the Contractor's expense.

The Contractor shall protect carefully from disturbance or damage all land monuments and property markers.

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

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.

Requests for payment shall be made by Contractor's Invoice. 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 invoices shall be original and submitted to the Division Roadside Environmental Engineer for approval. **Statements of all Subcontractor payments shall be included with invoices. These statements are to be submitted on the Subcontractor Payment Information Form (DBE-IS), they shall be original and in ink.**

Payment will not be made until invoices and DBE-IS forms are received. Invoices should be received by the Department within 30 days of the completion of the work.

All requests for payment shall be submitted to:

**N.C. Department of Transportation
Roadside Environmental Office
Attn: Vann Sparrow
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.

All work or items, other than those listed on the Bid Form contained in the Contract Proposal, necessary to complete this work will be considered incidental in nature and no further compensation will be made.

Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract. The advertised bid quantities 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. Unless otherwise specified, all contract pay items will be produced, placed and paid in accordance with the

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 \$ **4.3349** 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 3 copies of this information shall be received in the office of the Engineer no later than 2:00 p.m. of the fifth calendar day following opening of bids, unless the fifth day falls on Saturday, Sunday or an official state holiday. In that situation, it is due in the office of the Engineer no later than 10:00 a.m. on the next official state business day.

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

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

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

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

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

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

SP1 G72

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

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES:

(11-17-20)

SP01 G090

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

USE OF UNMANNED AIRCRAFT SYSTEM (UAS):

(8-20-19)

SP1 G092

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

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

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

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

EQUIPMENT IDLING GUIDELINES:

(1-19-21)

107

SP1 G096

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

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

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

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

AWARD LIMITS:

(4-19-22)

103

SP1 G141

Revise the *2018 Standard Specifications* as follows:

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

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

OUTSOURCING OUTSIDE THE USA:

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

SP1 G150

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

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

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

PROJECT SPECIAL PROVISIONS

ROADWAY

DESCRIPTION OF THE WORK

Work includes cutting/trimming and removal of vegetation clippings and debris at guardrails/guiderrails along the median and shoulder on all Primary and Secondary routes along State Highway System routes within Carteret, Craven, Jones, and Lenoir Counties. The furnishing of all equipment, tools, materials, transportation, and labor shall be incidental to completion of the work.

SYSTEMS TO BE TRIMMED

The linear footage and stationary object quantities for Carteret, Craven, Jones, and Lenoir Counties shown in the following table is an estimate. The number of anticipated trimming cycles is an estimate only and may be increased or decreased by the Engineer due to budget or weather conditions. On routes where herbicidal treatments are used, the number of cycles may be less than the number of cycles required for the entire system.

System	Linear Footage	Units	Cycles
		Units	Cycles
Vegetation Trimming & Removal at Stationary Objects: Guardrails/Cable Rails	489,344		2

VEGETATION TRIMMING AND REMOVAL AT STATIONARY OBJECTS

DESCRIPTION

The Contractor shall perform string/blade trimming of vegetation around and under stationary objects including but not limited to guardrail/guiderrail along the median and shoulder. All vegetation shall be trimmed cleanly and evenly to the height required by the Engineer without damaging the grass, existing surface, or adjacent fixtures.

Operators are prohibited from standing on the front (traffic side) of the guardrail while trimming without traffic control. The Contractor shall incur Liquidated Damages in the amount of One Hundred Dollars (\$100.00) for each incidence.

The Contractor must complete one (1) trimming area prior to moving to the next (**not to exceed 2 miles**).

The Contractor shall perform trimming such that the Contractor shall cut all vegetation accessible by foot. The Contractor shall cut undesirable weeds, vine, 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 dispose of it properly.

Vegetation Trimming and Removal at Stationary Objects includes any guardrail/guiderrail running linear footage up to and including any guardrail attachment to a bridge. The scope of trimming around guardrail will extend for five feet (5’) from the guardrail face. The Contractor shall trim five feet (5’) from the back of guardrail or to the extent of grass left uncut by standard mowers, not to exceed five feet (5’) from back of guardrail, during each cycle in which guardrail trimming occurs. The scope of trimming around cable guiderrail will extend for three feet (3’) from the cable guiderrail in all directions, or to the extent of grass left uncut by standard mowers during each cycle in which guiderrail trimming occurs. The running linear footage includes trimming of both sides and under the guardrail/guiderrail. The linear footage calculation also includes all guardrail and signs associated with ramps and interchanges within the controlled access fence or right of way of the highway being trimmed.

Vegetation shall be removed from edge of pavement up to and around guardrail when vegetated shoulder is five foot (5') or less.

The extent of trimming at ramps shall include the side road starting a minimum of 150 feet before the ramp connection carrying across the main roadway facility.

The Contractor or his employees shall not pile dead grass clippings on drainage structures within the right-of-ways. If this condition is found, it will be the Contractor's responsibility to remove said vegetation and clean the interior of the drain that was covered. **If the Contractor fails to clean the area in question, then NCDOT will have the area cleaned and deduct the cost from the Contractor's next invoice.**

The intent is for the Contractor to perform two (2) cycles of trimming; however, the Engineer may increase or reduce the number of cycles.

NOTIFICATION OF WORK

The Engineer will notify the Contractor when to begin a cycle, and on which routes the work is to be performed. The Contractor will have five (5) work days to commence operations after notification has been given by the Engineer. The Contractor shall give the Engineer 48 hours advance notice before commencing work within the five (5) work day notification period.

REQUIRED PERSONNEL AND EQUIPMENT

The Contractor will be required to have a minimum of ten (10) functioning string trimmers and ten (10) competent operators at all times during the trimming cycle. Other equipment, including guardrail trimming attachments and zero turn mowers may also be used, but will not be considered a substitution for the minimum equipment standards unless approved by the Engineer. All equipment shall be commercial grade and in good working order.

If the Contractor demonstrates that the work can be performed on schedule with fewer string trimmers and operators, the quantity may be reduced with prior approval of the Engineer.

The operators shall be skilled in the operation of the string trimmer and shall follow all OSHA guidelines. Operators shall wear vision and hearing protection and clothing to provide sufficient protection from flying chips, etc. Operators shall wear an ANSI/ISEA 107-2004 Class 2 safety vest, closed-toe shoes, shirts with sleeves, and long pants.

PROSECUTION AND PROGRESS

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

The Contractor's vehicles and equipment shall not be parked within the State Highway System right of way overnight or at other times when work has been suspended unless approved by the Engineer, and in no case within 30 feet of the edge of pavement. The Engineer may designate specific locations for parking equipment.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

In the event that the Contractor's operations are suspended in violation of the above provisions, the Contractor shall incur Liquidated Damages in the amount of the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that such suspension takes place. The said amount is hereby agreed upon as liquidated damages due to extra engineering and maintenance costs and due to increased public hazard resulting from a suspension of the work. Liquidated damages chargeable due to suspension of the work will be additional to any liquidated damages that may become chargeable due to failure to complete the work on time.

INSPECTION, ACCEPTANCE, MEASUREMENT, AND PAYMENT

INSPECTION

All work shall be subject to inspection by the Engineer at any time. The Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of the proposed work plan,

and to submit written reports of work accomplished on a weekly basis, unless otherwise directed. **It will be the responsibility of the Contractor or his representative to provide a list of guardrail numbers each day for all work that will be performed that day. The Contractor or his representative must also provide a list of guardrail numbers each day for all work that was completed the previous day that is ready for inspection.**

QUALITY AND BASIS OF ACCEPTANCE

For trimming, it is intended that the work will be completed in a neat, continuous, and uninterrupted manner as determined by the Engineer. Remaining vegetation shall be at the height specified.

METHOD OF MEASUREMENT AND PAYMENT

It is understood that during the contract, routes, or segments thereof, may be added to or deleted from the contract as routes are added to or deleted from the State Highway System, or for other extenuating circumstances. It will be the responsibility of the Contractor to perform work on such routes as directed by the Engineer. In the case of roads added to the System, actual mileage and/or linear footage will be used for measurement. In the event that a road rehabilitation or improvement project is under construction, that section of road may be deleted at the direction of the Department. The section may be re-inserted in the list following completion of the road rehabilitation or improving project.

The quantity of "Vegetation Trimming & Removal at Stationary Objects: Guardrails/Cable Rails" will be measured and paid for as the actual number of linear feet measured along the guardrail/guiderail (adjacent to and within 1' of) that has been acceptably trimmed. No separate measurement will be made for trimming around sign posts and reflector posts inside the limits of guardrail/guide rail, as these will be considered incidental work under this contract.

Bid prices and payments will be full compensation for all work, including but not limited to supervision, labor, disposal fees, transportation, fuels, lubricants, repair parts, equipment, machinery, and tools, necessary for the prosecution and completion of the work. Payments will be made to the Contractor on a monthly basis for work accomplished and accepted.

EQUIPMENT

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work. The Contractor's company name, identification number, and telephone number shall be conspicuously and legibly displayed on each Service Vehicle.

The Contractor must demonstrate to the satisfaction of the Engineer that the trimming equipment to be used in the work is in good working condition (i.e. no excessive fluid leaks; blades sharpened and in good condition, etc.) and suitable for performing the work required. All original equipment safety devices as were originally designed/provided by the manufacturer shall be in place.

The Engineer may reject any equipment that is not operating in a satisfactory manner.

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.

STRING TRIMMERS

The Contractor shall furnish equipment of sufficient type, capacity, and quantity to safely and efficiently perform the work. String trimmers shall be commercial grade, gasoline powered units with a minimum cut diameter of seventeen inches (17").

SERVICE VEHICLES

All vehicles used by the Contractor must be performance worthy by visual and operational inspection. All vehicles, including trailers, used should be properly equipped with lighting per Roadway Standard Drawing 1165.01 Sheet 1 of 1. Lights shall be mounted as high as possible on trailers to enhance visibility.

The safety of the public and the convenience of traffic shall be regarded as prime importance. The Contractor shall operate the equipment in a safe manner so as not to create a hazard to the traveling public. Crossing lanes of traffic and erratic driving will be strictly prohibited.

Signs, lights, safety, and other traffic control items are not a pay item, but are considered incidental to other contract items and the Contractor is expected to provide these items.

TRAFFIC CONTROL AND WORK ZONE SAFETY

Contractor performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor. At no time during the contract is the Contractor to be without a NCDOT Certified Work Zone Supervisor. The NCDOT Certified Work Zone Supervisor must be on site during any traffic control activities that take place within the travel lane or otherwise alter the flow of traffic.

All stages of the vegetation trimming and removal operation shall be accomplished in accordance with the "Work Zone Traffic Control Guidance for Vegetation Trimming and Removal" in the Appendix. The NCDOT Certified Work Zone Supervisor shall submit traffic control plans for the approval of the Engineer, who may adjust or require additional control measures if warranted.

In accordance with SSRS 107-21, 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 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 SSRS 108-7.

Work Zone Traffic Control shall include furnishing, installing, maintaining, relocating and finally removing any and all signs, barricades, drums, cones, flashing arrow boards, truck mounted impact attenuators and all other traffic control devices required to safely perform the work and protect the public.

SAFETY

All Contractor's personnel, all subcontractors and their personnel, and any material suppliers and their personnel, shall wear an approved reflective safety vest meeting ANSI/ISEA 107-2004 Class 2 standards at all times while on the project.

All Contractors' personnel, all subcontractors and their personnel must wear steel toed work boots that meet ASTM F2412.05 and long pants. The Contractor will be held responsible for all damage or injury to property of any character resulting from any act, omission, negligence, or misconduct in the prosecution of the work. When any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, negligence, or misconduct in the execution of the work, the Contractor shall either restore at his/her own expense such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in a manner acceptable to the owner of the damaged property and to the Department. In case of failure on the part of the Contractor to restore such property or make good such damage or injury the Department may at the Contractor's expense repair, rebuild, or otherwise restore such property in such manner, as the Engineer may consider necessary.

The Contractor's operations are restricted to daylight hours. Work shall only be performed when weather and visibility conditions allow safe operations.

WORK ZONE SIGNING

All portable signs and stands must meet or exceed the requirements of the National Cooperative Highway Research Program Report 350 for Work Zone Category II Devices, and be listed on North Carolina's approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another.

Refer to the following:

- SSRS 1089 for material specification

- SSRS 1110 for construction specification
- RSD 1110 for clearance specification

The W10-10A shall be used for high volume primary and secondary routes. Its dimensions are 48” X 48”. It shall be mounted at a minimum height of five (5) feet above the elevation of the outermost edge of travel. The sign shall read “GRASS MOWING NEXT 2 MILES” and should be relocated accordingly during the prosecution of work.

The W10-10 shall be used for low volume secondary roads. Its dimensions are 36” X 36”. However, the Engineer may require a larger 48” X 48” variant if traffic conditions dictate a need. The sign shall read “GRASS MOWING AHEAD”. Low volume secondary routes are typically short enough that initial signage – either at the beginning of the route, or the beginning of the operation – do not need to be relocated within the same route. However, the Contractor may be directed to relocate signs on specified low volume secondary routes for reasons of safety at the Engineer’s discretion.

PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY:

(9-15-20)

1000, 1014, 1024

SP10 R01

Revise the 2018 Standard Specifications as follows:

Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE, replace with the following:

TABLE 1000-1 REQUIREMENTS FOR CONCRETE											
Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate			Min.	Max.	Min.	Max.
		Units	psi					inch	inch	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 ^A	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 – 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 ^A	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 ^A hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 ^A	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---

Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

- A. The slump may be increased to 6 inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an Admixture to modify slump does not relinquish the contractor’s responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

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.

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.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.

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

(3) Pertinent Nondiscrimination Authorities

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

- (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, Nondiscrimination 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.

APPENDIX

WORK ZONE TRAFFIC CONTROL GUIDANCE FOR VEGETATION TRIMMING AND REMOVAL

The Contractor performing Work Zone Traffic Control shall have a minimum of one (1) NCDOT Certified Work Zone Supervisor.

GENERAL

- Workers that are involved in vegetation trimming and removal operations shall comply with the following:
 - Wear NCDOT approved safety vests for day time operations
- Vegetation trimming and removal operations shall be confined within a maximum five (5) mile stretch of roadway in a work period
- Conduct vegetation trimming and removal operations behind lane closures at any location where workers and/or equipment are encroaching into the travel lanes. Lane closures shall be installed according to Roadway Standard Drawings 1101.02. Encroaching into travel lanes includes exiting and entering vehicles that are parked on shoulders.
- Use the following drawings to retrieve cut vegetation and any other materials after being collected by the workers.
- For operations where workers and equipment are confined to the shoulders, comply with the followings:

On Multilane Divided Facilities

- A Truck Mounted Attenuator (TMA) shall be used to protect each group of workers if the shoulder is wide enough to fit a TMA.
- If a TMA is not used, a shoulder closure shall be installed
- A shoulder closure shall be installed in locations where the shoulder is too narrow to accommodate a TMA without encroaching into the traffic lane
- A shoulder closure or a TMA shall be used on the median side of the opposite direction if the following condition exists:
 - Where workers and/or equipment are within 15' from the adjacent travel lane in the opposite direction and are not protected from traffic in the opposite direction by any type of positive median protection such as concrete barrier, guardrail, or guiderail.
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

Two-Lane, Two-Way Facilities over 4000 ADT

- A shoulder closure shall be installed if workers are to be present more than one hour at any location.
- If workers are to be present less than one hour, use portable advance warning signs (one in each direction) reading "GRASS MOWING AHEAD".
- Shoulder closures shall be installed according to Roadway Standard Drawing 1101.04

Two-Lane, Two-Way Facilities 4000 ADT or lower

- Use portable advance warning signs (one in each direction) reading "GRASS MOWING AHEAD". The sign should be located 500 feet ahead of the area where workers and or equipment will be present during the operation.

PLEASE NOTE THE FOLLOWING EXCEPTIONS:

The moving caravan operation will NOT be required to be used while retrieving cut vegetation in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

The truck mounted attenuator (TMA) will NOT be required to be used while retrieving cut vegetation in areas where the Contractor's equipment is able to traverse the shoulder without encroaching into the travel lanes.

If the vehicle the Contractor is using is wider than the width of the shoulder a moving caravan operation WILL be required if the Contractor elects to allow the vehicle to encroach into the travel.

The Contractor may elect to park the vehicle outside of these narrow areas and remove cut vegetation by hand in lieu of the moving caravan operation.

The truck mounted attenuator (TMA) will NOT be required to protect workers if the Contractor's operations are carried out in such a way that the workers are positioned individually along a roadway and not travelling in a concentrated group.

If a concentrated group of workers are gathered together in a formation to conduct trimming operations then they shall be protected by a TMA.

The shoulder closure will NOT be required unless equipment remains stationary for more than 5 minutes and/or a concentrated group of workers are within 15 feet of an open travel lane and the area is not protected by barrier or guardrail.

The lane closure will NOT be required unless equipment remains stationary for more than five minutes and/or a concentrated group of workers are within 10 feet of an open travel lane and the area is not protected by barrier or guardrail."

A concentrated group of workers is defined as three (3) or more workers within a 500' section and within fifteen (15) feet from a travel lane, measured along the edge of the roadway, of other workers.

WORK ZONE SIGNING:

All portable signs and stands must meet or exceed the requirements of the National Cooperative Highway Research Program Report 350 for Work Zone Category II Devices, and be listed on North Carolina's approved products list or accepted as traffic qualified by the Traffic Control Section. Use portable work zone signs and stands specifically designed for one another.

Refer to the following:

SSRS 1089 for material specification

SSRS 1110 for construction specification

RSD 1110 for clearance specification

The W10-10A shall be used for high volume primary and secondary routes. Its dimensions are 48" X 48". It shall be mounted at a minimum height of five (5) feet above the elevation of the outermost edge of travel. The sign shall read "GRASS MOWING AHEAD", and should be relocated accordingly during the prosecution of work. Additional signs may be required by the Engineer at interchanges.

TYPICAL SECTIONS FOR VEGETATION TRIMMING AND REMOVAL OPERATION**TYPICAL INTERCHANGE CONFIGURATIONS
SHOWING THE LIMITS FOR
VEGETATION TRIMMING OF STATIONARY OBJECTS**

- Vegetation trimming includes sight distances at ramp connections



VEGETATION TRIMMING AND REMOVAL BRIDGE OPERATION DIAGRAMS

DIAGRAM 1

**VEGETATION REMOVAL LIMITS
PRIMARY**

Bridges, Culverts, Pipes and Guardrail sites (not to scale)
DETAIL NO.1

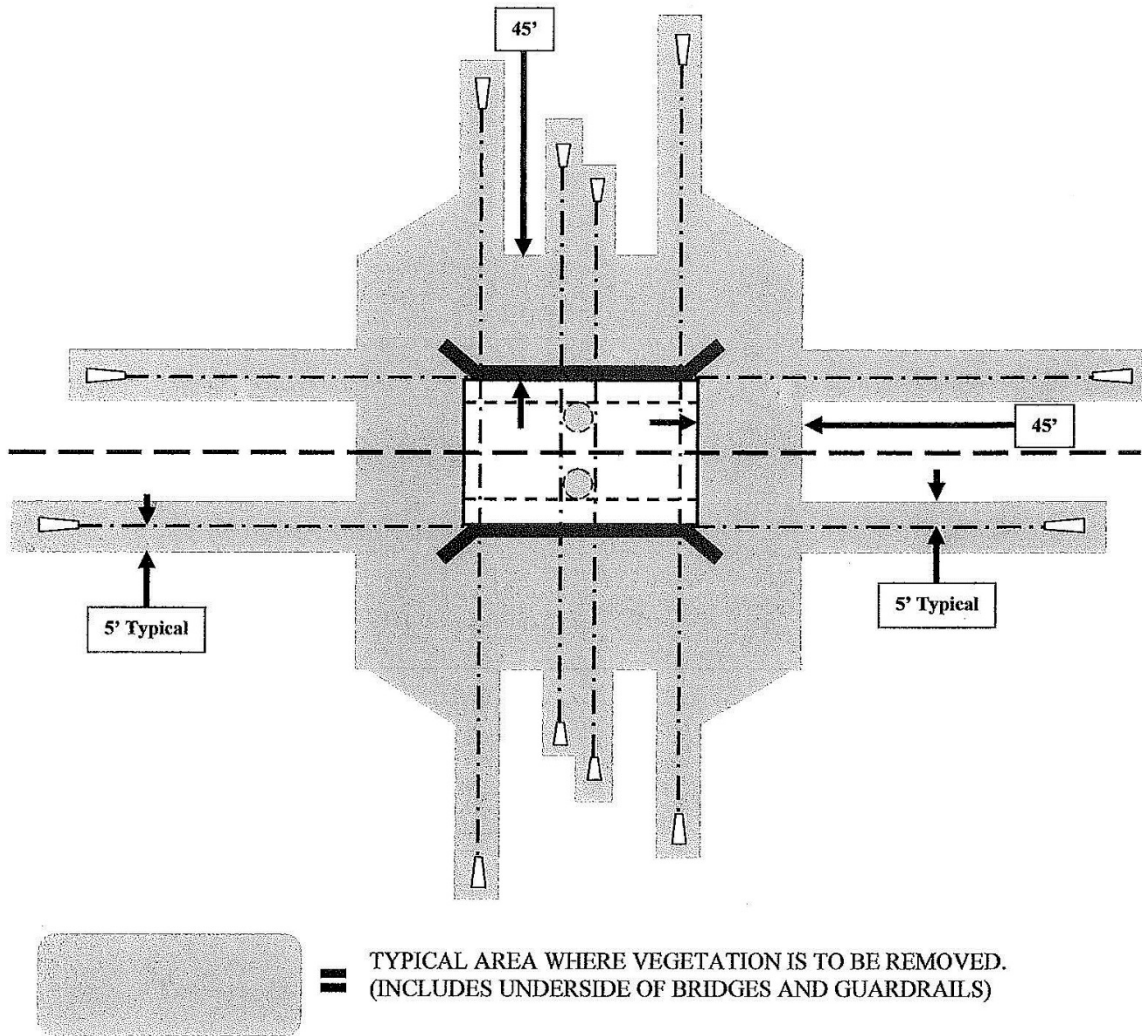
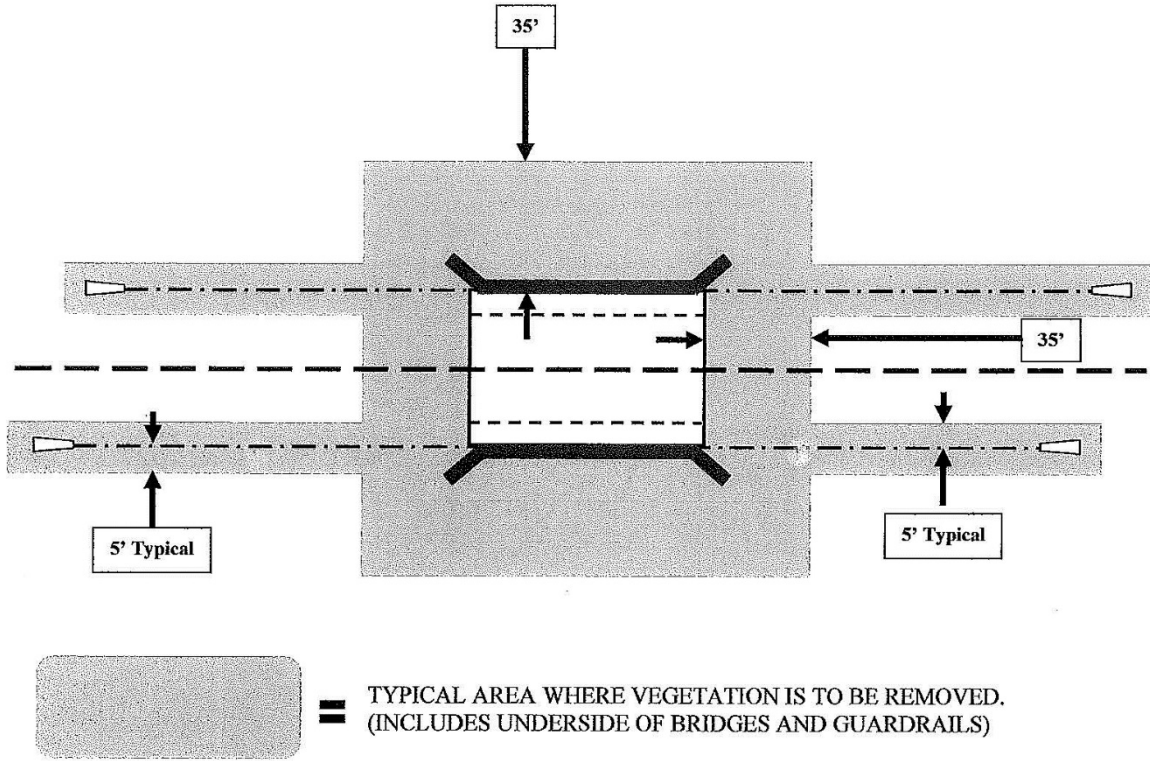


DIAGRAM 2

VEGETATION REMOVAL LIMITS
SECONDARY

Bridges, Culverts, Pipes and Guardrail sites (not to scale)
DETAIL NO.2



CUT VEGETATION PICKUP OPERATION DIAGRAMS

DIAGRAM 1

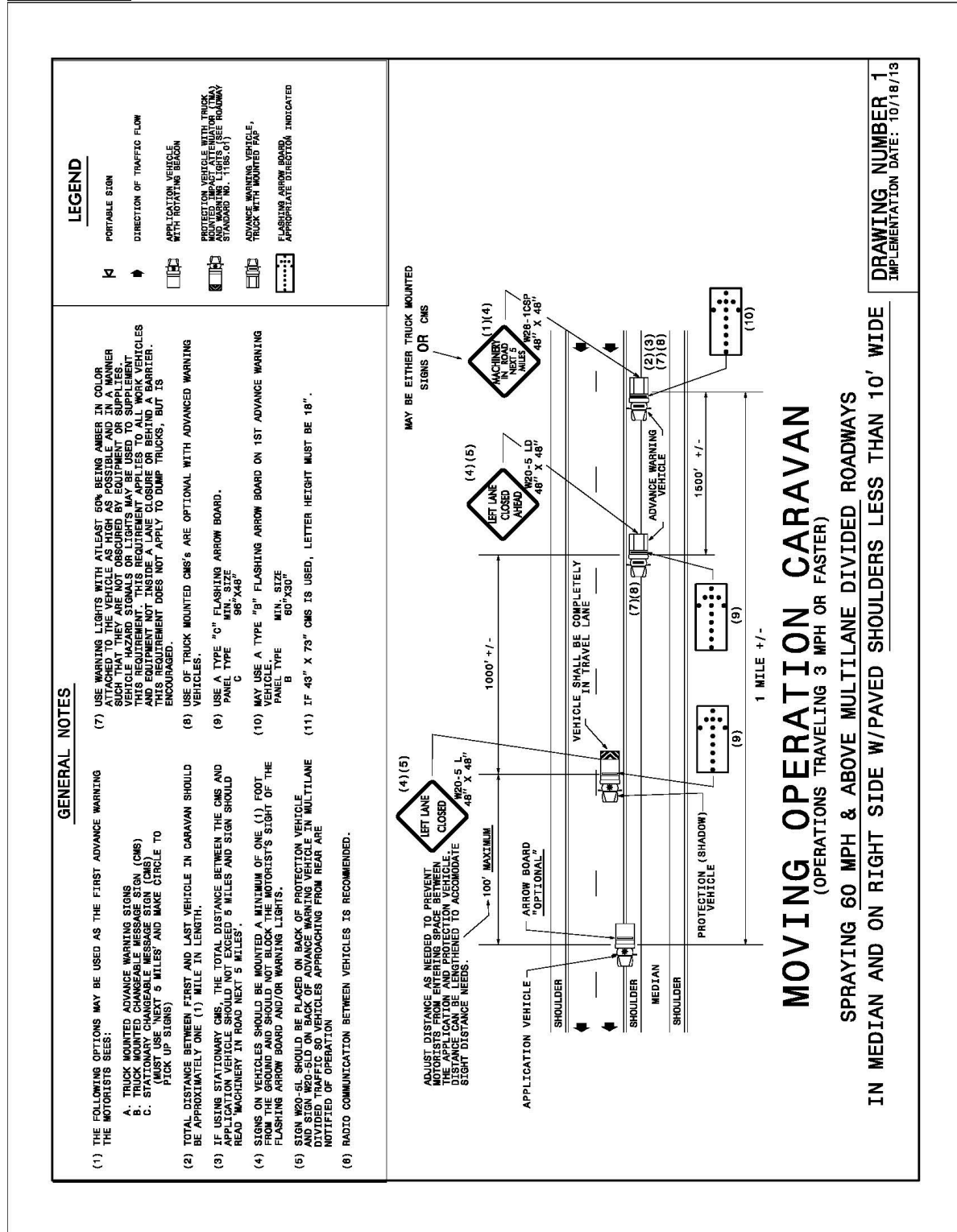


DIAGRAM 2

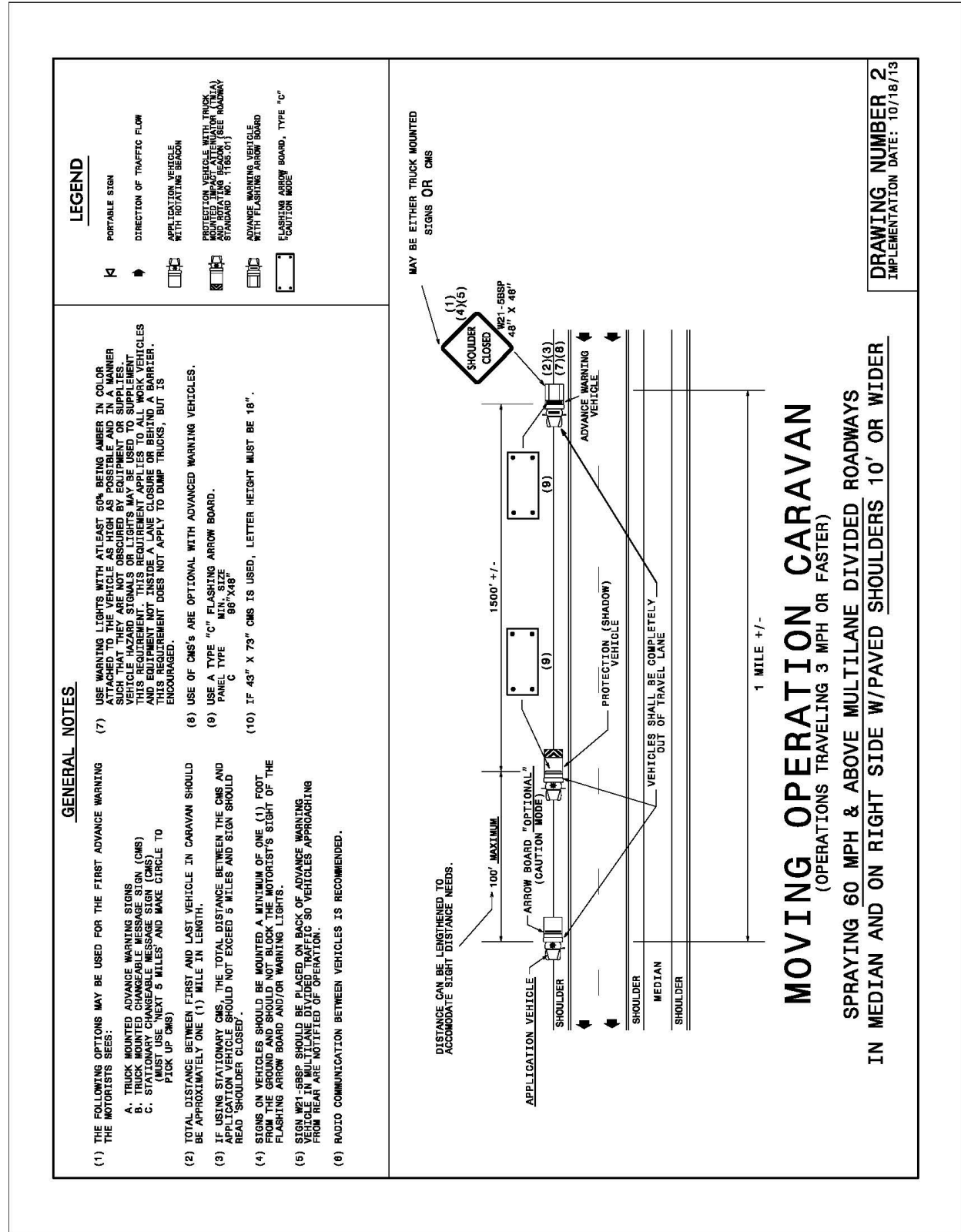
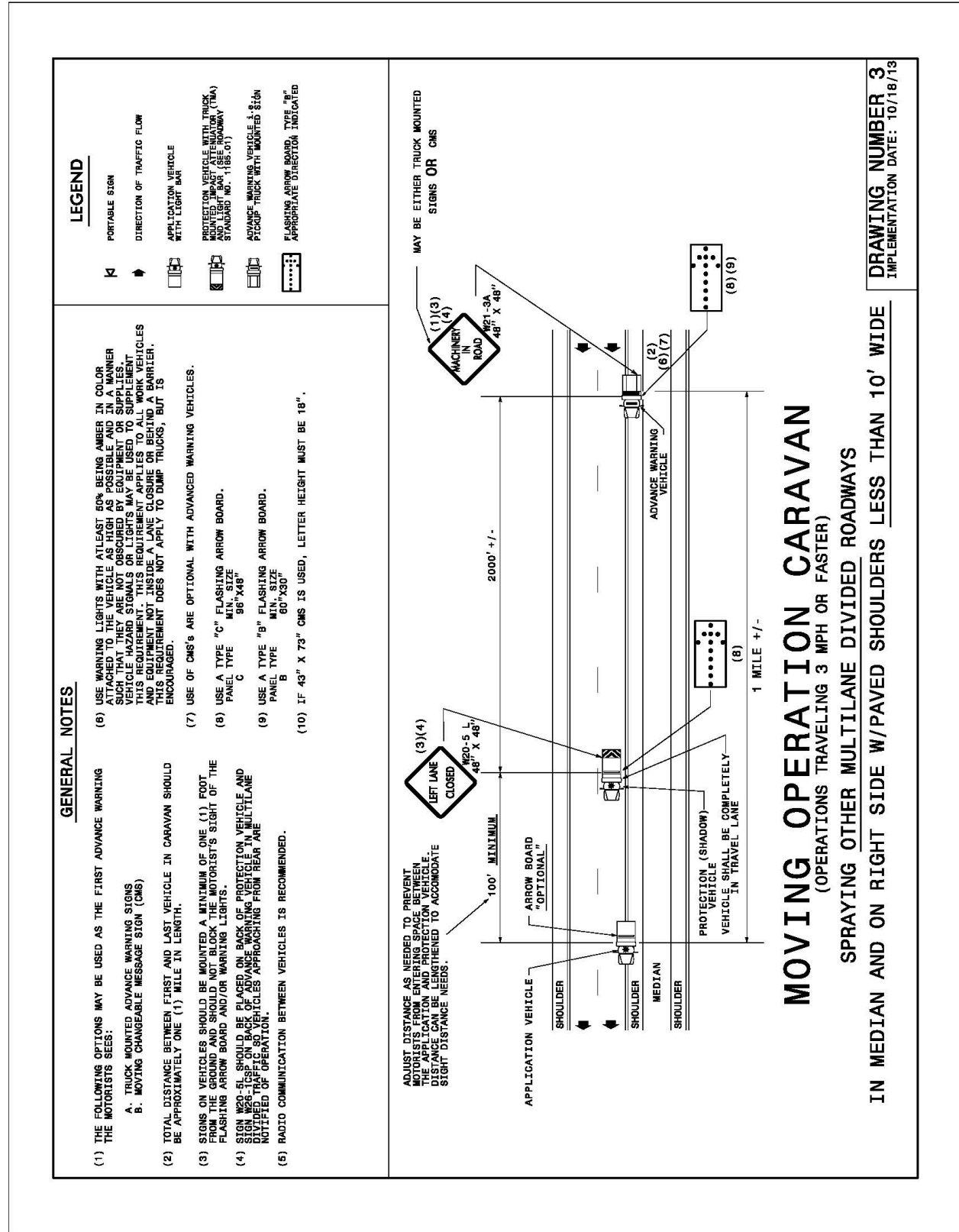


DIAGRAM 3



DRAWING NUMBER 3
 IMPLEMENTATION DATE: 10/18/13

DIAGRAM 4

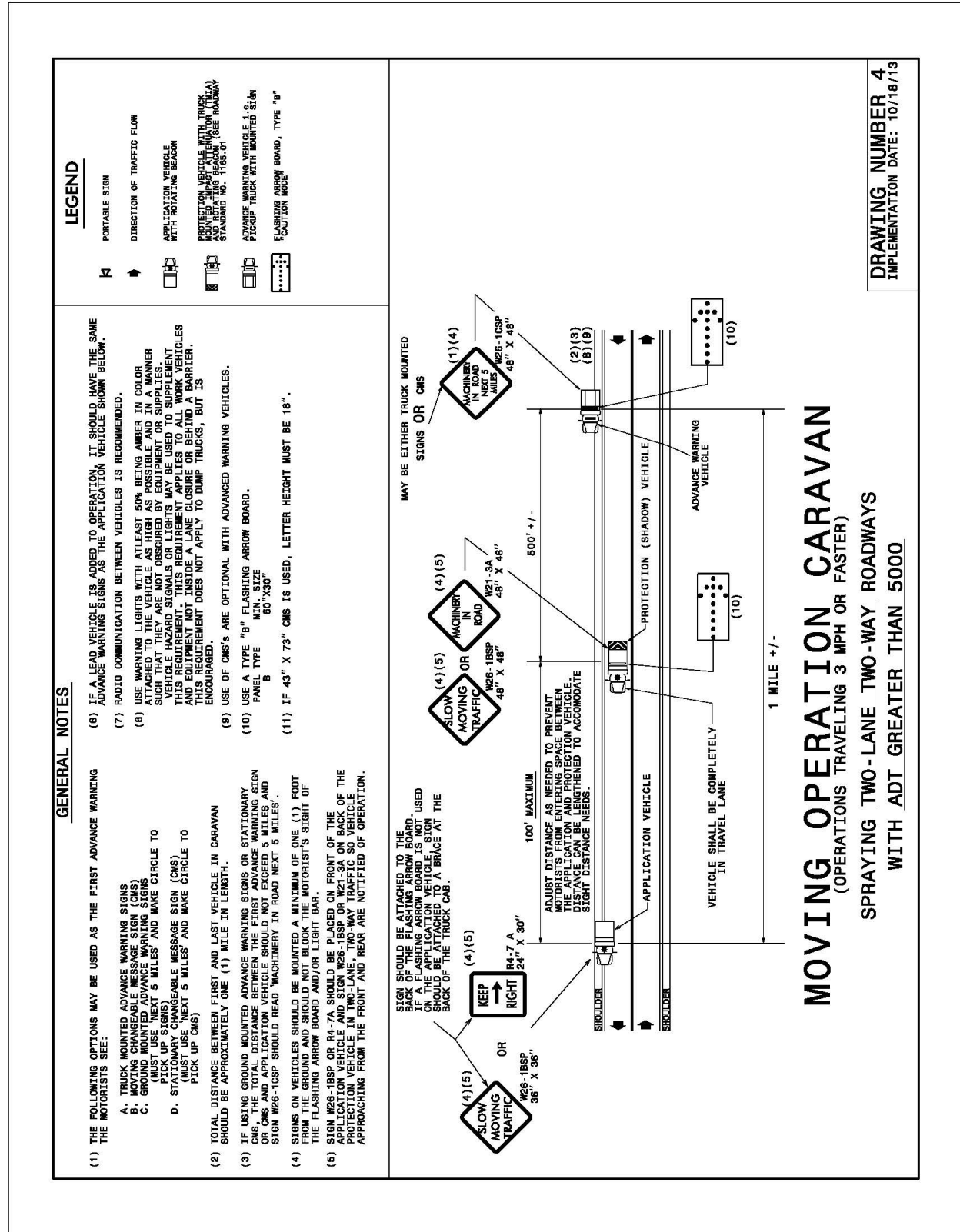
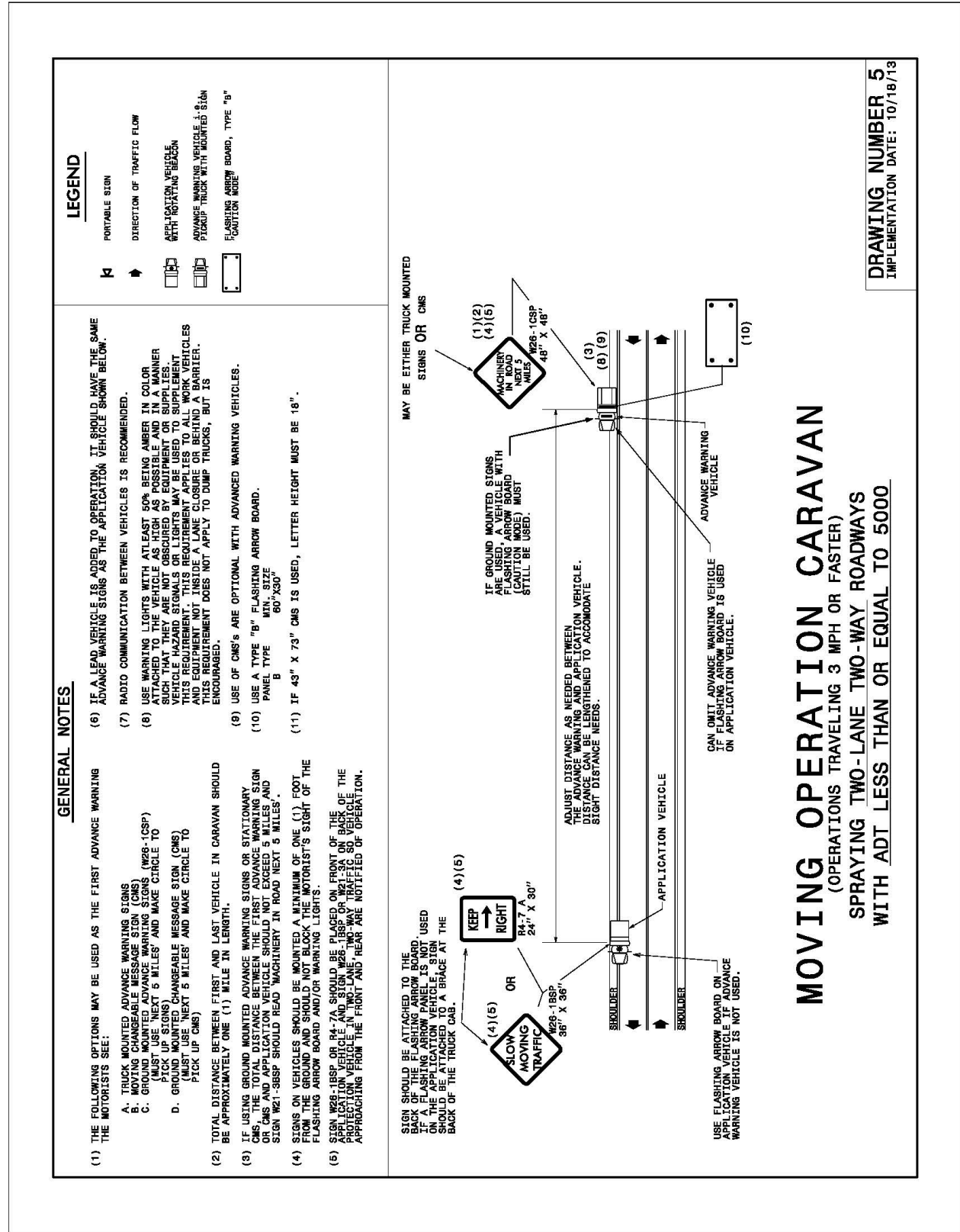
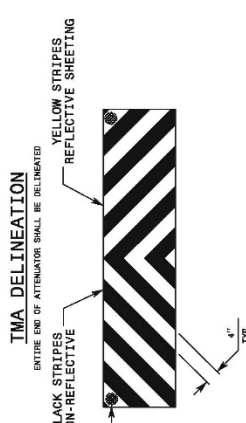
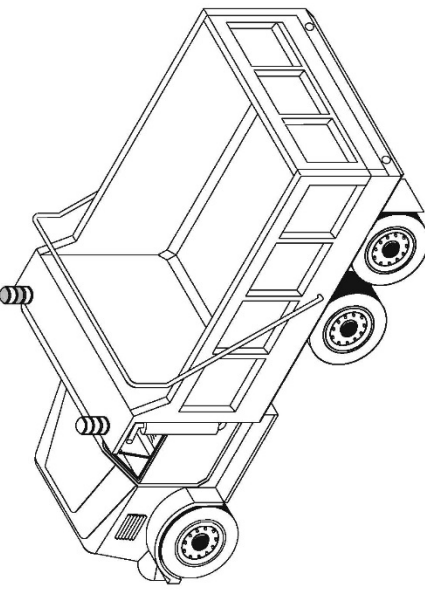
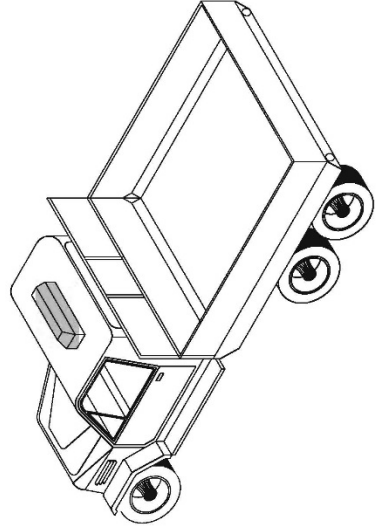


DIAGRAM 5



SERVICE VEHICLES

<p>STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.</p>	<p>ENGLISH STANDARD DRAWING FOR WORK VEHICLE LIGHTING SYSTEMS AND TMA DELINEATION</p>	<p>SHEET 1 OF 1 1165.01</p>
<p>LIGHT SYSTEM OPTIONS</p> <p>I. TRUCKS WITHOUT DUMP BODIES - (GRADE OF EITHER: CLASS I OR CLASS II) A. WITH FULL AMBER LIGHTS AND AMBER DOME OR LIGHT BAR FULL WHITE LIGHT SYSTEM (SEE PRECINCT)</p> <p>B. 2 HIGH INTENSITY STROBES (CLASS 2); AMBER LED/AMBER FLASH AND AMBER DOME MOUNTED ON EACH SIDE OF THE REARWARD</p> <p>II. TRUCKS WITH DUMP BODIES - (NOT REGULATED, BUT ENCOURAGED) A. 2 HIGH INTENSITY STROBES (CLASS 2); AMBER LED/AMBER FLASH AND AMBER DOME MOUNTED ON EACH SIDE OF THE CAB PROTECTOR</p>	<p>TMA DELINEATION ENTIRE END OF ATTENUATOR SHALL BE DELINEATED</p>  <p>DUMP BODY</p>  <p>NON-DUMP BODY</p> 	<p>GENERAL NOTES FOR TMA REQUIREMENTS</p> <p>1- WHEN TMA'S USED FOR SHADOW VEHICLES, CONTACT THE TMA MANUFACTURER FOR SPECIFIC TRUCK REQUIREMENTS.</p> <p>2- TMA MUST MEET OR EXCEED THE REQUIREMENTS OF NCHRP 350 TEST LEVEL II FOR WORK ZONES WITH POSTED SPEED LIMIT OF 45 MPH OR LESS; OR TEST LEVEL III FOR WORK ZONES WITH POSTED SPEED LIMIT OF 50 MPH OR GREATER. TMA MAY EITHER BE TRUCK MOUNTED OR TRAILER MOUNTED.</p> <p>3- SEE THE DEPARTMENT'S APPROVED PRODUCT LIST AT https://apps.dot.state.nc.us/vendor/approvedproducts.</p>
<p>STATE OF NORTH CAROLINA DEPT. OF TRANSPORTATION DIVISION OF HIGHWAYS RALEIGH, N.C.</p>	<p>ENGLISH STANDARD DRAWING FOR WORK VEHICLE LIGHTING SYSTEMS AND TMA DELINEATION</p>	<p>SHEET 1 OF 1 1165.01</p>

REQUIRED SIGNS

Trimming Advance Warning Signs (W10-10A and W10-10)

W10-10A
48" X 48"



W10-10
36"X36"
48"X48"

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
CONTRACT BID FORM**

BID PROPOSAL NO.: 12029361

WBS ELEMENT NOS.: VARIOUS

COUNTIES: CARTERET, CRAVEN, JONES, AND LENOIR IN DIVISION 2

TYPE OF WORK: VEGETATION REMOVAL AT STATIONARY OBJECTS

LINE NO.	SEC NO.	ITEM DESCRIPTION	EST. QUANT.	UNIT	UNIT PRICE	AMOUNT BID
1	SP	Vegetation Trimming & Removal at Stationary Objects Carteret County	96,938	LF	\$	\$
2	SP	Vegetation Trimming & Removal at Stationary Objects Craven County	275,728	LF	\$	\$
3	SP	Vegetation Trimming & Removal at Stationary Objects Jones County	175,424	LF	\$	\$
4	SP	Vegetation Trimming & Removal at Stationary Objects Lenoir County	430,578	LF	\$	\$

TOTAL BID FOR PROJECT: \$ _____
--

CONTRACTOR INFORMATION

Company Name _____

Contractor License Number: _____

Address: _____

Phone: _____

Email Address: _____

Name of individual authorized to answer questions concerning the information contained herein:

Name: _____

Telephone Number(s): _____

Email Address: _____

EXECUTION OF BID

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full name of Corporation

Address as Prequalified

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

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of
Partnership

Address as
Prequalified

Signature of Witness

Signature of Partner

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Full Name of Firm

Address as Prequalified

Signature of Witness

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

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

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

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

Address as Prequalified

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

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

_____ Individual Name

Trading and Doing Business As

_____ Full name of Firm

_____ Address as Prequalified

Signature of Witness

Signature of Prequalified Bidder, Individual

Print or Type Signer's Name

Print or Type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

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

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

 Print or Type Name

 Address as Prequalified

 Signature of Prequalified Bidder, Individually

 Print or type Signer's Name

 Signature of Witness

 Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

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

DEBARMENT CERTIFICATION

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

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

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

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

Check here if an explanation is attached to this certification.

Execution of Contract

Contract No: 12029361

County: Carteret, Craven, Jones and Lenoir Counties

ACCEPTED BY THE DEPARTMENT

Division Contract Engineer

Date

EXECUTION OF CONTRACT AND BONDS
APPROVED AS TO FORM:

Division Project Development Engineer

Date

Guardrail Contract

Month:				Carteret County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
1	1	B-30	NC 58	At Jones County Line		1538	0		
2	3	B-9	NC 58	.1 Mile S of SR 1284 @ Pettiford Creek		508	0		
3	3	B-6	NC 58	Emerald Isle Bridge Cape Cart. Side		458	0		
4	3	B-6	NC 58	Emerald Isle Bridge Emerald Isle Side		458	0		
5	3		NC 24	At Goose Creek Loop & BJ Taylor (SR 1227 & 1225)		727	0		
6	3	B-11	NC 24	At Broad Creek Bridge		916	0		
7	3	B-23	NC 24	Bridge .1 Mile East of George Taylor (SR 1123)		1,642	0		
8	2		US 70	Just Before NC 101		58	0		
9	4	B-13	US 70	Radio Island Bridge		404	0		
10	1		US 70	Railroad near Tom Mann Rd (SR 1129)		160	0		
11	1	B-49	SR 1101	Bridge at Stella (Carteret Co.) 230' (Onslow Co.) 342'		572		0	
12	3	B-7,8	US 70	Hwy 70 between SR 1124 and SR 1140 (7 Sections)		3,258	0		
13	1	B-10	NC 101	At Old Wineberry (SR 1155) @ Harlowe Creek Bridge		1,140	0		
14	1	B-14	NC 101	At Hardesty Loop (SR 1160) & Intercoastal Waterway Bridge		1,444	0		
15	2	B-31	NC 101	Russells Creek (SR 1165) Bridges		460	0		
16	2		NC 101	At SR 1170 West Beaufort Road		29	0		
17	2	B-35	US 70	Ward's Creek Bridge 1 Mile East of Golden Farm Rd (SR 1324)		828	0		
18	2	B-37	US 70	At Williston Bridge		570	0		
19	1	B-38	US 70	Bridge 3.5 Miles East of Williston		806	0		
20	1	B-39	US 70	Oyster Creek Bridge 3 Miles East of Davis		905	0		
21	1	B-41	US 70	Bridge .1 Mile west of Stacy		832	0		
22	1	P-42	US 70	Open Grounds Farm Canal		462	0		
23	1	B-45	US 70	Nelson Bay Bridge @ Sea Level		1,962	0		
24	1	B-12	NC 12	Thoroughfare Bay Bridge {Highrise} and Service Rd.		1,048	0		
25	1	B-16	NC 12	West Bay Bridge		610	0		
26	1	B-1	SR 1300	Merrimon Road near Laurel Road		500		0	
27	1	B-3	SR 1300	Merrimon Rd. at Buck Creek		364		0	
28	1	B-4	SR 1300	Merrimon Road at Loyal Road		190		0	
29	3	B-26	SR 1154	Mill Creek Rd right outside of Newport		871		0	
30	1	B-27	SR 1154	Mill Creek Rd just before left turn		426		0	
31	1	B-24	NC 58	Hadnot Creek Bridge		1,000	0		
32	3	B-20	SR 1124	Nine Mile Rd - Closest to NC 24		830		0	
33	3	B-21	SR 1124	Nine Mile Rd - Near Robert Rd		411		0	

Guardrail Contract

Month:				Carteret County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
34	3	B-22	SR 1124	Nine Foot Rd		1,195		0	
35	3	B-83	SR 1125	Lake Rd.		512		0	
36	2	B-32	SR 1165	Russells Creek Rd.		348		0	
37	3		NC 24	By Brandywine		931	0		
38	3		NC 24	By Pinewood Drive		1,298	0		
39	3		NC 24	By Trailwood Drive		693	0		
40	1		NC 24	At Ocean		436	0		
41	1		NC 24	Just pass Bogue Loop Rd heading westbound		1,414	0		
42	3		NC 24	Just in Bogue city limits		511	0		
43	3		NC 24	West Hilltop		274	0		
44	3		NC 24	White Oak Elementary School		903	0		
45	1		NC 24	By ST Wooten		228	0		
46	1	C-43	SR 1133	Newport Loop Rd		624		0	
47	2	B-15	SR 1325	Firetower Rd. At Otway off US 70 (Bridge 15)		160		0	
48	2	B-18	SR 1333	Crow Hill Rd. At Otway off SR 1331 (Bridge 18)		535		0	
49	3		NC 24	At Onslow Co. Line (Carteret Co.) 252' (Onslow Co.) 140'		392	0		
50	3		NC 24	.7 Miles from White Oak River		317	0		
51	4		SR 1176	Bridges St. at SR 1177 Country Club Road		154		0	
52	4		SR 1176	Bridges St. 1st Set Past SR 1177 Country Club Road.		1757		0	
53	4		SR 1176	Bridges St. 2nd Set Past SR 1177 Country Club Road		795		0	
54	4	B-68	SR 1182	Atlantic Beach Bridge (City Maintained Rails)		627		0	DNM
55	1		SR 1705	Core Creek Ct. (Dead End)		29		0	
56	1	B-63	SR 1104	Between Hwy 58 and SR 1105		286		0	
57	2	?	Hwy 70	West end of New High Rise Bridge		545	0		
58	2	?	Hwy 70	East End of New High Rise Bridge (Beaufort Town Main.)		795	0		DNM
59	2	?	Hwy 70	Between SR 1170 and Hwy 101WB @ Airport (Beau. Town)		390	0		DNM
60	2	?	Hwy 70	East Bound on West End of Sound Wall (Beaufort Town)			0		DNM
61	2		Hwy 70	East Bound at the East End of Sound Wall		135	0		
62	2		Hwy 70	West Bound across from Sound Wall		1080	0		
63	2			Town Creek Street (Beaufort Town Maintenance)			0		DNM
64	1		SR 1473	At the deadend of road (Core Creek Road)		105		0	
65	1		SR 1475	At the deadend of road (Old Bridge Road)		110		0	
66	3		Hwy 70	Hwy 70 between SR 1140 and SR 1141 (4 Sections)		1,419	0		
67	2		Hwy 70	Hwy 70 between SR 1300 and SR 1323 (4 Sections)		2,269	0		
68	3		SR 1124	Between SR 1198 and SR 1125		710		0	

Guardrail Contract

Month:		Carteret County			Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:						Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description				
69	2		SR 1493	At the deadend of SR 1493 (Beaufort Town Maintenance)	51		0	DNM
70	2		SR 1793	At the deadend of SR 1793	54		0	
						Primary	Secondary	All
County Totals						36,880	11,589	48469
City Maintained						1812	51	1863
Totals Minus City Maintained						35,068	11,538	46606
						Pri. Total	Sec.Total	Total All Cut
Completed Linear Feet						0	0	0

Guardrail Contract

Month:		Craven County			Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:		Bridge #	Route #	Description		Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description	Measured Feet	Primary	Secondary	Date Inspected
1	1	B-30	SR 1476	Clayroot Swamp Bridge (Pitt/Craven line)	270		0	
2	2		US 17 Bus.	At Railroad & Dawson Lane (SR 1654)	191	0		
3	4	P-252	SR 1440	At Bridge	186		0	
4	1		US 17	At Railroad .1 Mile South of Old Brick Rd (SR 1628)	186	0		
5	1	B-207	NC 43	At Weyerhauser Bridge	1,000	0		
6	1	B-34	NC 43	At Bridge .1 Mile North of Ipock Lane (SR 1243)	820	0		
7	1	B-40	US 70	At NC 41 Overpass	820	0		
8	1	B-67	SR 1224	At Sr 1224 Overpass (Tuscarora)	820		0	
9	2	B-72	SR 1225	At SR 1225 Overpass (Clarks)	820		0	
10	4		US 70	At Glenburnie	405	0		
	4	B-1	SR 1309	Glenburnie Overpass	415		0	
11	4	B-75,76,77,78,	US 70	At US 17 Bus.Overpass and Trent Blvd. Overpass All Together	5,807	0		
12	1	B-124	SR 1433	Antioch Rd.	378		0	
13	4	B-82	NC 55	At SR 1200 Overpass (Pembroke)	429	0		
14	4	B-12	SR 1004	At Bridge between SR 1938 & SR 1187	967		0	
16	3	B-91,92	US 70	At Slocum Creek Bridge	1,115	0		
17	4	B-223	US 17	Big Bridge @ Bridgeton	19,978	0		
18	4	B-231,232	US 17	Bridge @ New Bern	9,577	0		
19	3	B-176	SR 1775	West MainSt.Havelock@Slocum Creek Boat Ramp	287		0	
20	1	B-38	NC 118	Off of NC 43 near Vanceboro	1,203	0		
21	1	B-151	SR 1100	Catfish Lake Road Set 1	270		0	
22	1	B-152	SR 1100	Catfish Lake Road Set 2	272		0	
23	1	B-153	SR 1100	Catfish Lake Road Set 3	265		0	
24	1	B-139	SR 1470	Maple Cypress Rd.	2,019		0	DNM
25	1	B-211	SR 1005	East of Cove City	1,380		0	
26	1	B-29	SR 1641	Old Washington Rd. off of US17N	216		0	
27	1	B-31	SR 1478	Butler Ford Rd. (off NC 43 Near Vance)	293		0	
28	1	B-22	SR 1003	Near Cayton	578		0	
29	1	B-74	SR 1615	Rowes Corner	920		0	
30	1	B-20	SR 1627	Great Swamp Rd.	210		0	
31	1	B-16	SR 1623	High Bridge Rd.	873		0	
32	2	B-35	NC 43	Just before Vanceboro	806	0		
33	2	B-212	SR 1005	Old 70 between Sanders Rd and Hyman Rd	1,050		0	
34	2	B-81	SR 1431	Wildlife Rd- By Handy Mart on US17	425		0	

Guardrail Contract

Month:					Craven County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:					Primary	Secondary				
Item #	Map #	Bridge #	Route #	Description						
35	2	B-264,265	NC 43	1st Bridge Coming From NC 55 (Railroad Crossing)	4,190	0				
36	2	B-256,257	NC 43	Bridge @ US 70	3,089	0				
37	2	B-262,263	US 17 By-pass	Overpass with US 70 Also Includes 3 Rails At Exit Sign 147A	2,893	0				
38	2		US 17 By-Pass	MM 145 (South-520;North-455)	975	0				
39	1	B-260,261	US 17 By-Pass	Overpass over Tuscaurora Rd. and Also Includes Rails Just North of Tuscarurora Rd. Overpass	2,860	0				
40	1		SR 1249	Kooncetown Rd.	540			0		
42	2	B-160	SR 1213	Trent Woods Dr. (Wilson Creek Rd.)	290			0		
43	3		NC 101	Just Outside of City Limits	412	0				
44	3		NC 101	1 mile From City Limits	380	0				
45	3	C-42	NC 101	1.5 mile From City Limits	813	0				
46	1		NC 101	Just past NC306	415	0				
47	3		NC 101	Past SR1711 Temples Point Rd.	412	0				
48	3		NC 101	Between SR1711 Temples P. Rd. & SR1837 Gaskill Rd.	410	0				
49	1	B-13	SR 1611	Mill Pond Rd and Purifoy Rd	340			0		
50	1	B-69,71	US 70	Bridge by Clarks Rest Area	1,222	0				
51	2		US 70	Clarks exit ramp headed to US 17	207	0				
52	2		US 70	US 17 on ramp from Clarks (Median and Shoulder)	607	0				
53	4		US 70	Median Guiderail (Glenburnie Rd. to Trent River Bridge)	16,896	0				
54	2		US 17 Bypass	Median Guiderail (US 70 to Jones Co.)	26,406	0				
55	1		US 17	US17Bus. And 17By-pass Vanceboro At Overhead Sign	120	0				
56	2		US 17	Northbound Past Handy Mart	177	0				
57	2		US 17	By Phillips Plating Co (North=217 / South=267)	484	0				
58	2		US 17	Close to RR tracks (North=204 / South=283)	487	0				
61	1	B-5	SR 1700	Adams Creek Rd. close to SR 1830 Taylor Rd.	915			0		
63	1	C-51	NC 55	Near SR 1445 Turkey Quarter Creek Rd.	575	0				
64	1	B-129	SR 1245	On Dover Rd. Between SR1256 N. Main St. and SR 1232 Cicero Riggs Rd.	300			0		
65	2		US 70	1st and 2nd NC 43 Exit Sign	652	0				
66	1	B-258,259	US 17 Bypass	Bridges @ Craven/Jones Co.	2,726	0				

Guardrail Contract

Month:		Craven County			Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:						Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description				
67	1	B-50	NC 43	Pitt/Craven Co. Line Bridge	818	0		
68	1	P-27	SR 1630	Hudnell Road	460		0	
69	1	B-46	SR 1226	New Liberty Road	290		0	
70	3	B-9	SR 1101	County Line Drive	375		0	
71	3		SR 1772	Service Road beside US 70 at Tucker Creek	645		0	
72	3	B-7	SR 1745	Greenfield Heights Road	220		0	
73	1	B-65	NC 55	Craven-Pamlico County Line	1830	0		
74	2		US 17 Bus.	At SR 1278 Trent Rd.	625	0		
75	4		US 17 Bus.	Before SR 1215 Simmons St.	153	0		
76	4		US 17 Bus.	Past SR 1215 Simmons St.	153	0		
77	4		US 17 Bus.	At Eighth St.	433	0		
78	4		SR 1113	Old Chery Point Rd. (Dead End)	29		0	
79	4		SR 1662	North "C" St. (Dead End)	29		0	
80	4		SR 1648	East Bridges St. (Dead End)	29		0	
81	1	B-41	SR 1464	Bridge at the Pitt County Line	300		0	
82	3	B-2	SR 1715	Bridge between Hwy 101 and SR 1854 (Blades Road)	318		0	
83	3		Hwy 70	Double guardrail for Exit Sign at the Slocum Flyover	440	0		
84	3		Hwy 70	All guardrails at the interchange including ramps	2455	0		
85	4		SR 1664	Guardrail at the Deadend	30		0	
86	1	B-3	SR 1700	Bridge at the Craven/Carteret County Line	401		0	
87	1	C-63	Hwy 17	Culvert Between SR 1638 and SR 1642	2,787	0		
County Totals						Primary	Secondary	All
						119,439	18,425	137864
Completed Linear Feet						Pri. Total	Sec. Total	Total All Cut
						0	0	0

Guardrail Contract

Month:					Jones County			Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:									Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description							
1		B-29	NC 58	At Old Mill	534	0					
2			NC 58	Near McDaniel Rd (SR 1122)	432	0					
3		B-21	NC 58	Near Davis Field Rd (SR 1119)	1562	0					
4			US 17	In Maysville at Onslow County Line (Jones Only)	1301	0					
5		B-14	NC 58	Near Catfish Lake Rd (SR 1105)	715	0					
6		C-12	NC 58	Near Natural Forest Road	1287	0					
8		B-59	SR 1100	Carteret County line loop road	772			0			
9		B-17	SR 1121	Oak Grove	590			0			
10		B-33	SR 1130	Near Fortom Rd (SR 1156)	246			0			
11		B-10	SR 1316	Beaver Creek Rd (SR 1316)	464			0			
12		C-16	NC 58	Just before Pollocksville on NC 58	1100	0					
13		C-71	SR 1108	Left at Mallard on US 17	356			0			
14		B-7	SR 1129	Chinquapin Chapel Rd.	533			0			
15		B-13	NC 41	pass Trenton yard back towards 70	886	0					
16		B-11	NC 41	Near Comfort	858	0					
17		B-19	SR1004	Near Pollocksville	623			0			
19			US 17 Connector	Between Hwy 17 Business and Hwy 17 Bypass including Median Overhead Sign and both sides of	2,552	0					
20			Hwy 17 Bypass	Median Guiderail from Craven Co to just south of Hwy 58 Interchange	23,438	0					
21		B-30	SR 1146	Watering Pond Rd	220			0			
22		B-73	SR 1341	Trent Wood Farm Rd. @ Craven Co line	330			0			
23		C-3	US 258	Before Hargett's Crossroad	784	0					
24		C-1	US 258	Before Hargett's Crossroad	828	0					
25		B-60	SR 1315	Old Dover Railroad	334			0			
26		B-75	SR 1319	Henderson Rd	308			0			
27		B-20	SR 1004	Island Creek Rd. close Craven Co. line	327			0			
28		B-64	SR 1134	Cypress Creek near Comfort	294			0			
29			Hwy 17 Bypass	SR 1330 Overpass	4,323	0					
30			Hwy 17 Bypass	SR 1002 Overpass	4,206	0					
31			SR 1002	SR 1002 under Hwy 17 Bypass Overpass	1,193			0			
32			Hwy 17 Bypass	SR 1121 Overpass	5,470	0					
33			Hwy 17 Bypass	Trent river Bridge, Goshen Swamp Bridge, and SR 1337 Overpass (all guardrails in between)	8,654	0					

Guardrail Contract

Month:					Jones County			Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:					Primary	Secondary					
Item #	Map #	Bridge #	Route #	Description							
34			Hwy 17 Bypass	Exit 130 Sign for Hwy 58	550	0					
35			Hwy 17 Bypass	Hwy 58 Interchange	2,596	0					
36			Hwy 17 Bypass	South bound shoulder between Hwy 58 and SR 1112	1,750	0					
37			Hwy 17 Bypass	North bound shoulder between Hwy 58 and US 17 Business (5 Sets of guardrails)	2,095	0					
38			Hwy 17 Bypass	North bound just south of SR 1107	141	0					
39			Hwy 17 Bypass	South of Chadwick (Bridges at the wildlife fences)	6,174	0					
40			SR 1116	SR 1116 Overpass	1,647		0				
41			Hwy 17 Bypass	Under SR 1116 Overpass	1,179	0					
42			Hwy 17 Bypass	Median guiderail north of Maysville to Onslow Co.	4,590	0					
43			Hwy 17 Bypass	Onslow Co. Line north side of the bridge	698	0					
44		B-32	SR 1142	Bridge between SR 1130 and SR 1143	455		0				
45		B-6	SR 1301	Bridge between SR 1302 and Hwy 58	317		0				
County Totals						78,703	9,009	87712			
Completed Linear Feet						0	0	0			

Guardrail Contract

Month:				Lenoir County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
1	1	B-76,77	NC 11	At Pitt County Line (PC 3,308) (LC 2,087)	5,395	0			
2	2		NC 11	At Railroad Crossing	158	0			
3	1	B-139	NC 903	Just North of Davis-Hardy Rd (SR 1300)	683	0			
4	1	C-140	NC 903	Second Bridge North of Davis-Hardy Rd (SR 1300)	595	0			
5	1	B-44	SR 1300	At End of Barber Rd (SR 1301)	222		0		
6	1	B-22	US 70	At LaGrange Overpass	1,678	0			
7	1	B-13 B-207	US 70	West of LaGrange Overpass (Bear Creek)	5,117	0			
8	1	B-11	US 70	West of LaGrange Overpass (Bear Creek)	3,630	0			
9	2	B-27,29	US 70	At Falling Creek	1,470	0			
10	2	B-66,73	US 70	East of Kinston	1,803	0			
11	2	B-30	NC 58	At Southwest Creek	482	0			
12	1	C-21	NC 58	At Vines Swamp	634	0			
13	1	C-7,10	US 258S	Near Jessie Howard Rd (SR 1923)	1418	0			
14	1	C-1	US 258S	At Jonestown	308	0			
15	2	B-36,53,58,64	NC 11-55	Into Downtown Kinston	5,955	0			
16	2	B-56,57,60,62	US 70	By-Pass	5,579	0			
17	2	B-54	US 70	Overpass	811	0			
18	2		US 70-258	At Stoplight	492	0			
19	2	B-20,34	NC 55	East at Neuse River Bridge	2,396	0			
20	2	C-41	NC 58	At Briery Run Creek	519	0			
21	1	B-52,152,153	SR 1152	Hardy Bridge Road	1,032		0		
22	2		US 258	At Kinston Maintenance	214	0			
23	2		US 70	US 70 East before SR 1324 Kennedy Home Rd.	117	0			
24	1		NC 11	2 Sets between NC 55 & Deep Run	300	0			
25	1	B-175,176	NC 11	Deep Run Bridge	2,831	0			
26	1	C-8	NC 11	Just Pass SR 1208 Old Hwy 11	609	0			
27	1	B-24	SR 1920	At Jones County Line	92		0		
28	2	C-180	SR 1575	Poole Rd off of Felix Harvey Rd.	1,282		0		
29	1		NC 11	Just Before Hills Crossroads	630	0			
30	1	B-128	SR 1515	Aldridge Store Rd b/t SR 1503 and SR 1510	832		0		
31	2	B-70,71	NC 11	Just before Coastal Chemical after #2	2,657	0			
32	1	B-164	SR 1603	Outside of La Grange on Washington St.	583		0		
33	1	B-6	SR 1004	Between Eubanks Rd and NC 58	934		0		
34	2	B-9	NC 55	Between NC11 and #19	485	0			
35	2	B-26	NC 58	Queen St. 1st Bridge Coming From Down Town	314	0			

Guardrail Contract

Month:				Lenoir County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
36	2	B-79	SR1544	Falling Crk. Rd. Near Wadeland Dr.		330		0	
37	1		US 70	Median Guiderail (Little Baltimore to Wayne Co.)		20,514	0		
38	2	B-42	NC 58	Queen St. @ Neuse River		228	0		
39	1	B-110	SR 1501	Old Jason Rd # 1		140		0	
40	1	B-69	SR 1501	Old Jason Rd # 2		346		0	
41	1	B-67	SR 1515	Aldridge Store Rd Close to SR 1001		330		0	
42	2	B-2	SR 1732	Wallace Family Rd.		444		0	
43	2	B-17	SR 1804	Neuse Rd.		300		0	
44	2	C-92	SR 1810	Tower Hill Rd.		84		0	
45	1	B-16	US 258	Just Pass SR 1161 Albrittons Rd.		654	0		
46	1	B-162	SR 1913	Elijah Loftin Rd. Near Loftin X Rd.		107		0	
47	1	B-40	SR 1111	Old Pink Hill Rd.		341		0	
48	1	B-12	SR 1800	Tick Bite Rd.		610		0	
49	1	B-48	SR 1326	Mays Store Rd. Near SR 1318 Bulltown Rd.		329		0	
50	1	B-47	NC 903	Near Church Rd. SR 1320		915	0		
51	1	B-59	NC 58	At Lenoir / Greene Co. Line		859	0		
52	1	B-32	SR 1141	John Green Smith Rd.		333		0	
53	1	B-5	SR 1729	En Dickerson Rd.		216		0	
54	1	B-50	NC 58	Near Global Transpark Office		348	0		
55	2		NC 148	At Rail Road Crossing		962	0		
56	2	C-179	NC148	At Pipe/Culvert Right After Rail Road Crossing		1,577	0		
57	1		NC55	Just Past SR 1162 Jesse T. Bryan Rd		405	0		
58	2		NC 148	Median Guiderail Starting at US 258 Interchange on NC 148 to US 70 Interchange		16,221	0		
59	2	B-198,199	NC 148	At US 258 Overpass		3,256	0		
60	2		US 70	Median Guiderail From Toyota dealership to Falling Creek		8,320	0		
61	2	B-201,202	US 70	Over SR 2003		3,421	0		
62	2		NC 148	Near NC 58		380	0		
63	2		NC 148	2nd set off of NC 58		416	0		
64	2	B-177,178	NC 148	At Bridges Near SR 1575 Dawson Station		1550	0		
65	2		NC 148	Between SR 1575 Dawson Station and SR 2014 Overpass Over SR1001 Pauls Path Rd. and 258 Exit		686	0		
66	2	B-196, 197	NC 148	Sign		5,194	0		
67	2		NC 148	Sound Wall East Bound		1,334	0		

Guardrail Contract

Month:				Lenoir County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
68	2	B-192, 193,194,195	NC 148	Sound Wall West Bound and SR 1546 Banks School Rd. / Railroad Overpass and US 70 West Exit Sign	10,022	0			
69	2	B-191 ,200, C-205	NC 148	US 70 Overpass and Rails Under Overpass	7,531	0			
70	2		US 70	At Falling Creek Near SR 1546 Banks School Rd. and SR 1519 Eason Rd.	3,168	0			
71	1	C-63	SR 1518	Bonnie Walters Rd. Near SR 1517 (Waters Mill Rd.)	210		0		
72	1		NC 11	Just Past SR 1123 Will Cunninham Rd.	1,024	0			
73	1		NC 11	Just Past SR 1112 Stroud Hill Rd.	898	0			
74	1		SR 1323	Promise Land Road (Dead End)	29		0		
75	1	B-206	SR 1603	Washington St.	1,920		0		
76	1		US 70	Eastbound Median at Lenoir/Wayne Co. Line	397	0			
77	1		US 70	Overhead Exit Sign Median/Shoulder (3 Rails)	1,033	0			
78	1		US 70	Eastbund Shoulder before Bear Creek Bridge #11	279	0			
79	1		US 70 Bypass	All Guardrails from US 70 to Wayne County Line	3,121	0			
80	1	B-18	NC 118	Pitt /Lenoir Co. Line	360	0			
81	2		SR 1844	Dead End Rd. at Grainger (NC 11)	115		0		
82	1		NC 55	Between SR 1154 and SR 1306	391	0			
83	1	B-161	SR 1913	Between SR 1904 and SR 1914	734		0		
84	1	B-143	SR 1922	Just north of SR 1921	322		0		
85	1	B-72	SR 1502	Bridge at the County Line	679		0		
86	1		Hwy 55 W	Between SR 1301 and SR 1302	405	0			
87	2	B-23	SR 1502	SR 1905 just east of SR 1929	508		0		
88	1		SR 1803	SR 1803 near SR 1816	353		0		
89	2	B-208,209	Hwy 148	Guardrails at Hwy 58 Interchange	4,520	0			
90	2	B-210,211	Hwy 148	Guardrails on Overpass for Hugo Road (SR 1004)	3,801	0			
91	2	B-212,213	Hwy 148	Overpass for Wallace Family Road (SR 1732)	4,372	0			
92	2	B-214,215	Hwy 148	Overpass for Stonyton Creek	1,586	0			
93	2	B-216,217	Hwy 148	Overpass for Ferrell Road (SR 1735)	3,738	0			
94	2		Hwy 148	Guardrail for Exit Sign	135	0			
95	2	B-218,219	Hwy 148	Overpass for Sharon Church Road including On/Off Ramps for Hwy 11 South	4,671	0			
96	2	B-220,221	Hwy 148	Hwy 148/Hwy 11 Interchange including On/Off Ramps for Hwy 11 North	2,024	0			

Guardrail Contract

Month:				Lenoir County		Measured Feet	Updated 4/11/2022		Date Inspected
Cycle:							Primary	Secondary	
Item #	Map #	Bridge #	Route #	Description					
97	2		Hwy 148	Median Cable Rail from Guardrail #62 to Hwy 148/Hwy 11 Interchange		29,942	0		
98	2		Hwy 11	Guardrails under Hwy 148 Overpass		1,052	0		
99	2		Hwy 55 W	Between SR 1152 and SR 1151		419	0		
100	2		SR 1324	Between SR 1372 and SR 1336		259		0	
101	1		SR 1311	Between SR 1310 and SR 1309 including SR 1316		462		0	
102	1	B-38	SR 1113	Between SR 1101 and SR 1109		353		0	
103	1	P-181	SR 1121	Between SR 1114 and SR 1128		337		0	
104	1		SR 1143	Between SR 1154 and SR 1111		451		0	
105	2	B-55	SR 1324	Between SR 1336 and SR 1372		261		0	
County Totals							Primary	Secondary	All
							199,409	15,880	215289
Completed Linear Feet							Pri. Total	Sec. Total	Total All Cut
							0	0	0